

Risk Audit Report

Audit Information	
Client ID	WCLINDCLI2
Client Name	Test Company PVT LTD
Client Address	Karnataka - Bangalore
Client Email	test@test.com
Audit ID	ADR2
Final Audit Report Date	2019 Nov 01
Audit Financial Year	2019
Place of Audit	Bangalore
Audit Approved By	bangalore-rm1
Audit Consultant	White Code Legal & Tax
Risk Audit Score	186 / 232
Risk Compliance Percentage	80%
Total Documents Audited	116
Total Pages Audited	702



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Article 1 : Background & Scope

Article 1.1 : Executive Summary

The audit report concerns risk audit undertaken by the consultant in the period 2019-01-31 to 2019-11-01. The audit was undertaken based on the request of Test Company PVT LTD. The purpose of the audit is to determine the risk compliances and quality of performance of the company. To facilitate the audit process, the consultants developed an audit plan that detailed various activities from inception meeting, the deliverables, including the submission of the final risk audit report.

The consultants referred to and analysed primary sources of information, reports and data. The choice of data collection method was influenced by the nature of the assignment, which essentially involved scrutiny of the records and or interview of persons who could provide the relevant information.

The consultants were satisfied that the methodology applied was the best to provide answers to the subject of the assignment. The analysis took place in a systematic manner, consistent with the thematic areas covered as well as being in consonance with the specific objectives of the audit.

Article 1.2 : Audit Objectives and Scope

WCL Risk Audit includes and not restricted to:

- Assignment 1: Corporate Compliance & Key Management
- Assignment 2: Statutory, Licenses And Registrations
- Assignment 3: Intellectual Property
- Assignment 4: Human Resources and Employee Benefits
- Assignment 5: Insurances
- Assignment 6: Contracts & Agreements
- Assignment 7: Lawsuits, Notices & Legal
- Assignment 8: Cyber/IT/Software Compliances
- Assignment 9: Properties (Movable & Immovable)
- Assignment 10: Major Account Payable & Receivables
- Assignment 11: Arbitration & ADR Procedures
- Assignment 12: ROC/Secretarial - Compliances
- Assignment 13: Secretarial- Governance Review

Article 1.3 : Audit Methodology & Process

The audit process comprises of three stages:

Step 1 - RAC

Preparation of Risk Audit Checklist (RAC) covering all relevant laws applicable to the target unit.

Step 2 - Visit to location

Verification of relevant records and documents available.

Compilation of draft report based upon findings and observations of the audit team.

Review meeting with the unit head / work directors to discussion on the finding of audit.

Step 3 - Report

Submission of detailed report to the company (Board of Directors or Authorised Person)

Follow up with the unit to verify action taken



ARTICLE 2: Findings, Recommendations & Report

Assignment 1: Corporate Compliance & Key Management

Report

I. Corporate Summary

1. Incorporation Details	The Company is incorporated in bangalore on July 05 2016, under the name "Test Company Private Limited " bearing Corporate Identification Number ("CIN") XXXXXXXXXXXX as evidenced by the certificate of incorporation issued by the Registrar of Companies, Bangalore
2. Business of the Company	Main Objects under the Memorandum of Association: To carry on the business of manufacturers, produceres, assemblers, processors, importers, exporters, hirers, buyers, sellers of and dealers in all kinds of construction equipment, industrial vehicles, machine tools and automation systems and diesel engines used in any or all such items.
3. Authorized Capital	The current authorized capital of the Company is Rs. 20,000,000/- (Rupees Two Crores only) divided into 2,000,000 (Twenty Lakh) Equity Shares of Rs. 10/- (Rupees Ten only) each.
4. Paid Up Capital	The paid up share capital of the Company is Rs.12,025,800 /- (Rupees One Crore Twenty Lakh Twenty Five Thousand Eight Hundred only) divided into 1,202,580 (Twelve Lakh Two Thousand Five Hundred Eighty) Equity Shares of Rs. 10/- (Rupees Ten only) each.

5. First Subscribers to Memorandum of Association of the Company ("MoA")

Name(s) of Subscribers	No. of Equity Share(s)
ABC Company Private Limited	1
XYZ Company Private Limited	9999
TOTAL	10000

6. First Directors under the Articles of Association of the Company ("AoA")

1. Mr. A
2. Mr .B

7. Registered Office of the Company: At the time of incorporation of the Company, the registered office was situated at 123/12, PQR Nagar, Banagalore - 123456

8. Subsidiaries and Group Companies: The Company has represented that it does not have any subsidiaries or group companies in India

II. Directors & Key Management Personnel

FULL NAME	DIN	PAN	CURRENT ADDRESS	DESIGN ATION	DATE OF AP POINTMENT	DATE OF EXPIRY OF DIGITAL SIGNATURE
Mr. A	XXXXXX		456/11, ABC Nagar, Banagalore - 345678	Director	7/5/2016	8/21/2020
Mr. B	XXXXXX		789/12, XYZ Nagar, Banagalore - 834579	Director	3/31/2017	5/21/2020



III. Governing Committees:

1. Committees Establishment & Supervising Committee	Total No	Details		Compliance Status
	0	Not Available		Non-Compliant
Name of the Committee Member	Designation	Date of Appointment	Document No	Document Date
Not Available	Not Available	Not Available	Not Available	Not Available

2. External Dispute Resolution Committee	Total No	Details		Compliance Status
	0	Not Available		Non-Compliant
Name of the Committee Member	Designation	Date of Appointment	Document No	Document Date
Not Available	Not Available	Not Available	Not Available	Not Available

3. Internal Dispute Resolution Committee	Total No	Details		Compliance Status
	0	Not Available		Non-Compliant
Name of the Committee Member	Designation	Date of Appointment	Document No	Document Date
Not Available	Not Available	Not Available	Not Available	Not Available

4. Legal Committee	Total No	Details		Compliance Status
	0	Not Available		Non-Compliant
Name of the Committee Member	Designation	Date of Appointment	Document No	Document Date
Not Available	Not Available	Not Available	Not Available	Not Available

5. Protection of Women from Sexual Harassment Committee	Total No	Details		Compliance Status
	1	Provided		Compliant
Name of the Committee Member	Designation	Date of Appointment	Document No	Document Date
Mr. X	Director	01.04.2017	Not Available	01.04.2017
Mr. Y	Vice-President	01.04.2017	Not Available	01.04.2017
Mr.Z	Manager	01.04.2017	Not Available	01.04.2017

6. Policy & Guideline Framing Committee	Total No	Details		Compliance Status
	0	Not Available		Non-Compliant
Name of the Committee Member	Designation	Date of Appointment	Document No	Document Date
Not Available	Not Available	Not Available	Not Available	Not Available

7. Cyber/IT Committee	Total No	Details		Compliance Status
	0	Not Available		Non-Compliant
Name of the Committee Member	Designation	Date of Appointment	Document No	Document Date
Not Available	Not Available	Not Available	Not Available	Not Available



8. Other Committees	Total No	Details	Compliance Status	
	0	Not Available	Non-Compliant	
Name of the Committee Member	Designation	Date of Appointment	Document No	Document Date
Not Available	Not Available	Not Available	Not Available	Not Available

IV. Compliance Training's

Training Name	Date of Training	No of Trainees attended	No of Trainees certified	Last Date of Training	Training Conducted By	Compliance
1. Anti Bribery & Anti Corruption Training	NA	NA	NA	NA	NA	Non Compliant
2. Whistle Blower Protection Training	NA	NA	NA	NA	NA	Non Compliant
3. Protection of Sexual Harassment at Work place Training	NA	NA	NA	NA	NA	Non Compliant
4. Human Rights Protection Training	NA	NA	NA	NA	NA	Non Compliant
5. Protection from Cyber Terrorism Training	NA	NA	NA	NA	NA	Non Compliant
6. Others	NA	NA	NA	NA	NA	NA

Findings & Recommendations

It was found that several committees have not been formed by the company;

1. Committees Establishment & Supervising Committee has not been set up, therefore it is non-compliant.
2. External Dispute Resolution Committee has not been set up, therefore it is non-compliant.
3. Internal Dispute Resolution Committee has not been set up, therefore it is non-compliant.
4. Legal Committee has not been set up, therefore it is non-compliant.
5. Policy & Guideline Framing Committee has not been set up, therefore it is non-compliant.
6. Cyber/IT Committee has not been set up, therefore it is non-compliant.

It is therefore recommended to set up these committees for the benefit if the company and its employees.

The company has not conducted any compliance trainings. Compliance trainings are not a statutory requirements but are recommended for ease in business and for the benefit of the company and its employees.

Assignment 2: Statutory, Licenses And Registrations

Report

I. Laws Applicable

ESI Act, 1948.
Provident fund & Misc. Provisions Act, 1952.
Contract Labour (R & A) Act,1970
Profession tax Act
Maharashtra Pollution Control Board.
Shops and Establishment Act.
Companies Act 1956
SSI Registration
Sales Tax and services Tax Act

II. Statutory Compliances



Registration Type	Issuing Authority	Reg/Cert/License No	Issuing date	No of Pages	Availability of Original	Compliance Status
1. Company Incorporation	Registrar of Companies	XXXXXXXXXXXXX X	07-05-2016	1	Yes (Soft copy)	Compliant
2. Registration Certificate	Government of India	XXXXXXXXXXXXX	16-08-2018	3	Yes (Soft copy)	Compliant
3. Certificate of Import and Exporter Code	Ministry of Commerce and Industry, Government of India	XXXXXXXXXXXXX	08-03-2016	1	Yes (Soft copy)	Compliant
4. Company Master Data	Registrar of Companies			1	Yes (Soft copy)	Compliant
5. PAN (Permanent Account Number) (Amended)	Income Tax Department	XXXXXXXXXXXXX		1	Yes (Soft copy)	Compliant
6. TAN (Tax Deduction Account Number) (Amended)	Income Tax Department	XXXXXXXXXXXXX	27/8/2018	1	Yes (Soft copy)	Compliant
7. Shops and Establishment Act	State Government	XX/X/XX/XXXX/20 16	31/8/2016	2	Yes (Soft copy)	Non - Compliant
8. EPF (Employee Provident Fund)	State Government	XXXXXXXXXXXXX	27/8/2016	5	Yes (Soft copy)	Non - Compliant
9. Professional Tax	State Government	XXXXXXXXXXXXX	20/02/2018	1	Yes (Soft copy)	Compliant

III. Display Compliances

1. Company Name Board	Compliant
2. Statutory Registration Certificates	Compliant
3. Other	-

IV. Required Registers/Forms

Form/Register No	Description	Doc/Regis ter No	Doc Type	No of Pages	Availability of Original	Compliance Status
	Karnataka Factories and Boilers Act					
Form-XXII	Muster Roll	NA	NA	NA	NA	Non - Compliant
Form-1	Register of Fines	NA	NA	NA	NA	Non - Compliant
Form-3	Register of advances	NA	NA	NA	NA	Non - Compliant
Form-4	Register of Overtime	NA	NA	NA	NA	Non - Compliant
Form-9	Overtime and Payment Register	NA	NA	NA	NA	Non - Compliant
Form-11	Adult work Register	NA	NA	NA	NA	Non - Compliant
Form-14	Leave with Wage register	NA	NA	NA	NA	Non - Compliant
Form-XV	Leave books	NA	NA	NA	NA	Non - Compliant
Form-23 & 17	Register of Accidents and	NA	NA	NA	NA	Non - Compliant



	Dangerous Occurrences					
	Register of Annual Census of worker	NA	NA	NA	NA	Non - Compliant
Form-25	Nomination Form	NA	NA	NA	NA	Non - Compliant
Form-XXIII	Monthly Returns	NA	NA	NA	NA	Non - Compliant
	Factory License	NA	NA	NA	NA	Non - Compliant
Form-XX	Yearly Returns	NA	NA	NA	NA	Non - Compliant
Form-D	LWF	NA	NA	NA	NA	Non - Compliant
	Registration certificate	NA	NA	NA	NA	Non - Compliant
	Contract Labour Act					
Form-XIII	Register of Contractor	NA	NA	NA	NA	Non - Compliant
Form-XXV	Yearly Returns	NA	NA	NA	NA	Non - Compliant
Forms	Contractors compliances	NA	NA	NA	NA	Non - Compliant
	Registration certificate	NA	NA	NA	NA	Non - Compliant
	Karnataka Shops and Commercial Establishment Act 1961, And Karnataka Rule 1969					
	Weekly Holiday	NA	NA	NA	NA	Non - Compliant
	Inspection Book	NA	NA	NA	NA	Non - Compliant
Form-F	Register of Leave With Wages	NA	NA	NA	NA	Non - Compliant
Form-H	Leave With Wage Book	NA	NA	NA	NA	Non - Compliant
Form-Q	Appointment letter	NA	NA	NA	NA	Non - Compliant
Register Form-T	Combined Muster Roll-Cum Register of Wages	NA	NA	NA	NA	Non - Compliant
	Registration certificate	NA	NA	NA	NA	Non - Compliant
	PAYMENT OF					



	WAGES ACT 1948 AND PAYMENT OF WAGES RULES 1958					
Form-V	Abstract of Rules and Regulations	NA	NA	NA	NA	Non - Compliant
Letter	Date of payment to employees	NA	NA	NA	NA	Non - Compliant
	MINIMUM WAGES ACT 1948 AND MINIMUM WAGES RULES 1958					
Form-VI	Wage Slip	NA	NA	NA	NA	Non - Compliant
Form-X	Abstract of Rules and Regulations	NA	NA	NA	NA	Non - Compliant
	PAYMENT OF GRATUITY ACT 1972 AND RULES 1973					
Form-A	Intimation about opening of showroom	NA	NA	NA	NA	Non - Compliant
Form-F	Nomination Form	NA	NA	NA	NA	Non - Compliant
	EQUAL REMUNERATION ACT AND RULES 1976					
Register Form-D	Remuneration details-Employees	NA	NA	NA		Non - Compliant
	THE PAYMENT OF BONUS ACT 1965					
Register Form-A	Computation of Allocable surplus	NA	NA	NA		Non - Compliant
Register Form-B	Set on and Set off of	NA	NA	NA		Non - Compliant



	allocable surplus					
Register Form-C	Bonus payment details employee wise	NA	NA	NA		Non - Compliant
Form-D	Annual Returns	NA	NA	NA		Non - Compliant
	EMPLOYEE PROVIDENT FUND ACT 1952					
Payroll	Payroll-PF deductions	NA	NA	NA		Non - Compliant
Returns	Online ECR	NA	NA	NA		Non - Compliant
Challan	Online Challan	NA	NA	NA		Non - Compliant
Form-11	Declaration Form	NA	NA	NA		Non - Compliant
KYC	KYC Documents	NA	NA	NA		Non - Compliant
	EMPLOYEE STATE INSURANCE					
Payroll	Payroll-ESI deductions	NA	NA	NA		Non - Compliant
Challan	Online Challan	NA	NA	NA		Non - Compliant
	Smart Card	NA	NA	NA		Non - Compliant
	WORKMEN COMPOSITION					Non - Compliant
	WC POLICY	NA	NA	NA		Non - Compliant

Findings & Recommendations

It is recommended to have all the registrations required for conducting its business activities.

Assignment 3: Intellectual Property

Report

I. Laws Applicable

1. The Trademarks Act, 1999
2. The Copyrights Act, 1957
3. The Industrial Designs Act, 2000
4. The Patents Act, 1972.

II. Intellectual Property Status

IP Type	Status (Available/Applicable)
1. Trademarks	Not Available



2. Copyrights	Not Available
3. Industrial Designs	Not Applicable
4. Patents	Not Available
5. Domain Names	Not Applicable

III. IPR Analysis

S. No	IPR Type	IPR Name	Applica nt Name(s)	Applicati on/Doc No	Applicati on Dates	Applicatio n Status
1	Trade mark	NA	NA	NA	NA	NA
	Reg Date	Validity Date	Issuing Authority	No fo Pages	Disputes if Any & Reasons	Complianc e Status
	NA	NA	NA	NA	NA	Non Compliant

Findings & Recommendations

THE COPYRIGHTS ACT,1957:

The Company has represented that it does not own any copyrights, nor has it filed any application for the same.

THE INDUSTRIAL DESIGNS ACT,2000

The Company has represented that it does not own any designs, nor has it filed any application for the same.

THE PATENTS ACT,1972

The Company has represented that it does not own any patents, nor has it filed any application for the same.

DOMAINNAME

The Company has represented that it has not registered any domain names.

Assignment 4: Human Resources and Employee Benefits

Report

I. Laws Applicable

1. The Employees State Insurance Act,1948
2. The Employees' Provident Funds And Miscellaneous Provisions Act,1952
3. The Payment of Gratuity Act,1972
4. The Payment of Bonus Act,1965
5. The Maternity Benefit Act,1961
6. The Industrial Employment (Standing Orders) Act, 1946
7. Contract Labour (Regulation and Abolition) Act, 1970

II. Employees of the Company



Total Full-Time Employees	18
Total Part Time Employees	0
Total Contract Employees	7
Total Number of Employees	25

III. Employee(s) Details Chart

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
1	XXXXXXXX	Mr. D	Full time	Bangalore	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Manager	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
2	XXXXXXXX	Mr. E	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Vice President	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
3	XXXXXXXX	Mr. F	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Manager	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
4	XXXXXXXX	Mr. G	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Senior Manager	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
5	XXXXXXXX	Mr. H	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Manager	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
6	XXXXXXXX	Mr. I	Full Time	Bengaluru	Active	1/8/2016



	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Manager	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
7	XXXXXX	Mr. J	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Manager	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
8	XXXXXX	Mr. K	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Assistant Manager	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
9	XXXXXX	Mr. L	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Assistant Manager	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
10	XXXXXXXX	Mr. M	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Engineer	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
11	XXXXXX	Mr. N	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Senior Manager	Not Available	Not Available	Not Available	4

S.No	Employee	Employee	Employment	Employment	Employment	Joining
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	Code	Name	Type	Location	Status	Date
12	XXXXXXX	Mr. O	Full Time	Bengaluru	Active	1/8/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Director	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
13	XXXXXXX	Mr. P	Full Time	Bengaluru	Active	#####
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Engineer	Not Available	Not Available	Not Available	Not Available

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
14	XXXXXXX	Mr. Q	Full Time	Bengaluru	Active	1/4/2018
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Senior Officer Accounts	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
15	XXXXXXX	Mr.R	Full Time	Bengaluru	Active	3/9/2018
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Engineer-operational	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
16	XXXXXXX	Mr. S	Full Time	Bengaluru	Active	3/9/2018
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Service Engineer	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
17	XXXXXXXX	Mr.T	Full Time	Bengaluru	Active	7/9/2018
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Senior Accounts &	Not Available	Not Available	Not Available	4



		Finance				
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S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
18	XXXXXXX	Mr. U	Full Time	Bengaluru	Active	1/2/2019
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Senior Manager Application	Not Available	Not Available	Not Available	4

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
19	XXXXXXXX	Mr. V	Contract	Bengaluru	Active	8/1/2016
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Admin-Driver	Not Available	Not Available	Not Available	Not Available

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
20	XXXXXXX	Mr. Z	Contract	Bengaluru	Active	1/2/2019
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Admin-Driver	Not Available	Not Available	Not Available	Not Available

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
21	XXXXXXX	Mr. AB	Contract	Bengaluru	Active	1/2/2019
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Admin Office Staff	Not Available	Not Available	Not Available	Not Available

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
22	XXXXXXXX	Mr.AC	Contract	Bengaluru	Active	1/2/2019
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Admin Office Staff	Not Available	Not Available	Not Available	Not Available

S.No	Employee	Employee	Employment	Employment	Employment	Joining
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	Code	Name	Type	Location	Status	Date
23	XXXXXXXX	Mr.AD	Contract	Bengaluru	Active	1/2/2019
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Admin Office Staff	Not Available	Not Available	Not Available	Not Available

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
24	XXXXXXXX	Mr.AE	Contract	Bengaluru	Active	1/2/2019
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Admin Office Staff	Not Available	Not Available	Not Available	Not Available

S.No	Employee Code	Employee Name	Employment Type	Employment Location	Employment Status	Joining Date
25	XXXXXXXX	Mr. AF	Contract	Bengaluru	Active	1/2/2019
	Department	Designation	Offer Letter Ref No	Offer Letter Date	Medical Examination Status	No of Pages
	Not Available	Admin Office Staff	Not Available	Not Available	Not Available	Not Available

IV. HR/Company Policies

HR/Company Policies	Details	Doc/Ref No	Date of Policy	No of Pages	Compliance Status
1. Code of Conduct	Details	Version 1	August 1, 2016	3	Compliant
1.1 Code of Conduct/Business Conduct Policy	<p>1. All employees are expected to behave in the office in a professional manner. Unnecessary gatherings and unwanted talks during office hours should be avoided. Each and every employee is responsible for the maintaining a peaceful and healthy atmosphere in the office.</p> <p>2. The Company is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.</p> <p>3. Any instance of behavior inconsistent with Company Code of conduct, or with the Policy on Corporate Citizenship or any act of theft, willful damage, disobedience, indiscipline, insubordination, incivility, insobriety, dishonesty, irregular attendance or other serious misconduct or negligence on your part or the breach by you of any of the terms of your employment will be treated as a serious offence.</p> <p>4. Gentlemen may wear dark trousers and Company Shirt with belt and black or brown leather shoes.</p>				Compliant



	Ladies may choose between a Trouser or Skirt and Company Shirt decent sandals, belles or shoes. Friday can be weekend dressing wherein one may choose to wear decent Business casuals that can be a neat pair of Khakis and a T- Shirt/ casual shirt. All team members would however be expected to be in formals on any visit either by a client or a strategic partner. 5.Timings- 8.30am to 6pm. Over time is not encouraged. Saturday and sunday is not a working day.				
2. Employee Travel Policy	Details	Version 1	August 1, 2016	6	Compliant
2.1 Domestic Travel Policy	Expenses incurred shall be reimbursed. Requests for reimbursement should be submitted within 15 days after the trip has been completed. Filing Reimbursement Requests beyond the reasonable period may result in the reimbursement payment being taxable as wages to the employee. When two or more employees travel together, it may be expedient for one employee to pay and claim reimbursement for certain expenses of other employees. Examples are: 1. There is a single charge for a group (e.g. road or bridge toll, parking fee taxi fee) Sharing of rooms is not encouraged. Company expects employees to use single accommodations. Business Purpose Claims for reimbursement or payment of travel expenses must include a business purpose. The business purpose should be descriptive enough to clearly answer any questions regarding who travelled, the necessity of their travel, and the benefit to Company.				Compliant
2.2 International Travel Policy	Complany does not have any international travel policy.	N.A	N.A	N.A	N.A
3. Salary Advance/Loans Policy	Available				Compliant
3.1 Employee Bonus Policy					
3.2 Other Loans Policy					
4. Leave Policy	Details	Version 1	1st August 2016	3	Compliant
4.1 Casual Leave Policy (CL)	An employee will be entitled 8 days per calendar year which is credited on 1st of January every year on pro-rated basis. In case of an employee joins during the course of the year the leave will be granted on a pro-rata basis only. Cannot avail more than 3 days continously. an avail half a day leave if necessary. Prio approval required.				
4.2 Sick Leave Policy (SL)	All employees are entitled for 12 days of Sick Leave. 90 days of sick leave can be accumulated. Any employee on Sick leave beyond 90 Days would be on leave with loss of pay. Sicl leave beyond 3 days must be supported by a medical certificate.				
4.3 Privileged	All Employees are entitled to Earned Leave to a maximum				Compliant



Leave Policy (PL)	of 18 days only in a calendar Year. The Earned Leaves would be credited at the beginning of each calendar year. Approval must be taken must be three days prior.				
4.4 Maternity Leave Policy	As per Central Government rules,				Compliant
4.5 Leave on Loss of Pay Policy	When Employees have no further leave to their credit, they may be granted leave on Loss of Pay (LOP). Grant of leave on LOP shall be solely at the discretion of the Function Head in accordance with Manager HR.				Compliant
4.6 Off Role Employee Policy					Compliant
5. Protection of Women from Sexual Harassment Policy	Details	Version 1	1st August 2016	5	
5.1 Committee governing sexual harassment at work place	Committee: Mr.A, Mr.B, Mr.C, Mr.D				Compliant
5.2 Complaining Procedure Policy	Any employee who feels and is being sexually harassed directly or indirectly may submit a complaint of the alleged incident to any other member of the Committee in writing with his/her signature within 10 days of the occurrence of the incident. Communication at xxxxxxxx				Compliant
5.3 Corrective Action Procedure Policy	The committee will hold a meeting with the complainant within five days of the receipt of the complaint, but not later than a week in any case. The complainant can also submit any corroborative material with the documentary proof, oral or written material, etc, to substantiate his/her complaint. the person against whom complaint is made may be called for a deposition before the committee and an opportunity will be given to him/her to give an explanation, where after, an "Enquiry" shall be conducted and concluded. The committee shall prepare and handover the statement of allegation to the person against whom complaint is made and give him/her an opportunity to submit a written explanation if she/he so desires within 7 days of receipt of the same. If the Complainant or the person against whom complaint is made desires any witness/es to be called, they shall communicate in writing to the Committee the names of witness/es whom they propose to call. the Committee shall complete the enquiry within 30 days and communicate the same to the Manager HR or the Director. the Manager HR may take any action in accordance with the recommendations of the Committee.				Compliant
5.4 Confidentiality Policy	The committee will maintain a register to endorse the complaint received by it and keep the contents confidential, if it is so desired, except to use the same for discreet investigation.				Compliant



	If the complainant does not wish to depose personally due to embarrassment of narration of event, a lady representative for a lady employee involved and a male representative for a male employee, involved shall meet and record the statement.				
5.5 Reports & Documents Policy	The complainant can submit any corroborative material with the documentary proof, oral or written material, etc, to substantiate his/her complaint.				Compliant
5.6 Protection to Complainant/Victim Policy	Test Company Private Limited has an obligation to ensure that a person who lodges a complaint in good faith and without malice is protected, and will not allow a person raising a concern to be victimized for doing so. In the unfortunate event where, despite the best of precautions, the complainant would be victimized, Company A will treat this as a serious matter and take disciplinary action against the perpetrator.				Compliant
6. Other Policies	Details	Doc/Ref No	Date of Policy	No of Pages	Compliance Status
6.1 Annual Medical Check-U/p Policy (The objective of this policy is to provide free annual /bi-annual medical checkup facility to the employees.)	The employees below 35 years can avail this benefit once in two years. The employees above 35 years can avail this benefit once in a year. Employees those who are in notice period cannot avail this benefit.	Version 1	1st August 2016	3	Compliant
	The check for above 35 years should contain the following				
	a. HEAMOGRAM				
	b. BIOCHEMICAL PARAMETERS				
	c. LIPID PROFILE				
	d. LIVER FUNCTION TESTS				
	e. GENERAL TESTS				
The check for below 35 years should contain the following					
1. All the test in AMHC					
2. Cardiac Stress Analysis (CSA/TMT)					
3. Pulmonary Function Test (PFT)					
4. Diet Counseling.					
The Medical checkup can be done in any registered hospital, anywhere in India. The approved charges as follows: Below 35 years - 2500/-, Above 35 years - 3500/-					
6.2 Car Policy: The objective of the scheme is to ensure smooth easy and comfortable mobility of the Senior Executives of the company for their official work in a dignified manner.	This scheme is applicable to all Executives in the cadre of Director & above at the sole discretion of the management.	Version 1	1st August 2016	4	Compliant
The maximum cost of car borne by the company is as follows: General Managers -NA, Directors - 10 lacs, CEO/COO/CFO - 15 lacs, Managing Director - 25 lacs.					
The Facility of driver shall be provided to the Managing Director/CEO/CFO/COO only.					
The employee should get necessary approvals from the concerned authorities for the purchaser of car. The purchase of car shall allow in the name of the Company only.					
The running expenses of the vehicle shall be claimed on					



	<p>monthly basis. It includes expenses incurred on fuel (refer fuel expenses eligibility), toll tax and parking charges on actuals.</p> <p>Fuel expense of the car shall be limited as under: General Managers: Rs 9500/- per month or actuals whichever is less. Directors /CFO/COO/CEO: Rs 12000/- or actuals whichever is less. Managing Director : No cap</p> <p>Employee will take responsibility for requisite actions in case of accident or theft of the vehicle. Employee will have to take responsibility for all major & minor repairs, regular maintenance, etc. and such expenses can however be claimed out of the maintenance category from the company.</p> <p>Finance Dept. would keep track of the insurance and road tax payment and ensure that the same is paid regularly whenever it becomes due.</p>				
<p>6.3 Children Education Support Policy: The purpose of this policy is to extend education support to the employees' children.</p>	<p>This policy is applicable to all regular employees of Test Company Private Limited and they can claim up to 20,000/- in a Financial Year (Apr- Mar) towards Education expenses of their dependent children's. The employee has to submit their reimbursement claims in the prescribed reimbursement format available in the employee portal on or before 10th of every month for inclusion in the payroll of the same month.</p> <p>Employees who are serving notice period cannot avail this benefit.</p>	Version 1	1st August 2016	2	Compliant
<p>6.4 Higher Education Support Policy</p>	<p>Test Company Private Limited, India employees who have completed minimum of one year of service in the organization and the course need to be approved by the respective Supervisor, Director and Manager HR.</p> <p>Eligible employees desirous of joining a course may fill up the self-nomination form, providing the details of the chosen course. The course should be aligned to their current or future planned roles in the organization.</p> <p>The individual shall be eligible to apply for any other course only after completing the bond period as applicable: Below 1 Lac - 1 year; 1 to 2 Lac - 2 years; 2 Lac and above - 3 years.</p> <p>The Company shall reimburse 80% of the fee for courses that are being offered under the Higher Education Support Program</p> <p>The Company shall attempt to facilitate the employee being granted leave at relevant times, to enable him/her to successfully complete the course. Any leave taken for course (examination/viva, conduct classes and study) would be treated as part of earned leave and company would not provide any paid leaves.</p>	Version 1	1st August 2016	3	Compliant



<p>6.5 Mobile Handset and Connection Policy: This document is a guideline for the issuance and usage of corporate mobile handsets & connections and also setting the budget limits for the same.</p>	<p>The Employee is at liberty to decide upon the model of the Mobile handset within the budget mentioned below. Employees to procure the handset post obtaining approvals from their Function / Business Head, HR and Finance Manager and Director.</p> <p>Eligibility for Use of Corporate Mobile Connection and Handsets.</p> <p>a) By Designation - All Members of the Company Pvt. Ltd. with appropriate approvals.</p> <p>b) By Job Responsibility - Line Mangers / Department Heads are responsible for determining the eligibility of their staff for the use of a corporate mobile connection and handsets.</p> <p>IT & HR shall be responsible for collating and updating the amount budget against each connection per quarter and will submit to Accounts post approval from BUSINESS LEADERS.</p>	<p>Version 1</p>	<p>1st August 2016</p>	<p>3</p>	<p>Compliant</p>
<p>6.6 Non Employment of Relation Policy:</p>	<p>To define a framework and matrix of relationship between individuals and parties which fall under the preview of Non – Employment/Appointment of personally related individuals in the organization. Employees cannot refer their relatives to join The Company during their tenure of employment.</p>	<p>Version 1</p>	<p>1st August 2016</p>	<p>2</p>	<p>Compliant</p>
<p>6.7 Policy on Separation by Resignation: The objective of the policy is to: Facilitate hassle free exit of an employee Document the cause and identify the reasons for exit and gather necessary information which in turn would augment retention initiatives.</p>	<p>The employee has to submit his / her resignation to his/her immediate Supervisor with Copy to Manager HR or HR SPOC. HR can initiate a resignation if the employee is unable to raise self-resignation but will need to attach at least one document in support of raising resignation on employee's behalf. No dues Clearance will automatically be initiated post the receipt of the resignation letter from the employee and will be able to obtain the Resignation acceptance letter on the last working day and the Full and Final Settlement will be executed in 30 days from the last day of working post the notice period.</p> <p>Employees who are under probation will have to give 1 month notice irrespective of level/grade</p> <p>Designation : Notice Period Deputy General Manager & Above : 3 Months Assistant Manager to Manager : 2 Months Below Assistant Manager : 1 Month</p> <p>The date of resignation is the date on which the employee has submitted the resignation through mail or by letter (hard copy).</p> <p>Post submitting his resignation, on the first day of absence without prior information, the employee will be sent a letter of 'Intimation of Services', asking the employee to return to work.</p> <p>If the employee fails to return to work within 48 hrs. of receipt of the Letter of Intimation, Disciplinary Action will be initiated, post which, a Termination letter will be issued on the 7th day of continuous unapproved</p>	<p>Version 1</p>	<p>1st August 2016</p>	<p>4</p>	<p>Compliant</p>



	absence. Employees, who do not complete their Notice Period, shall not be entitled to a relieving letter from the Company.				
6.8 Relocation policy:	<p>Company shall pay the cost of packing and transportation charges including transit insurance (by road) least distance route. Employee is entitled to claim travel, lodging and boarding expenses for immediate members of their family (spouse and dependent children & Parents) up to Rs. 50,000/- or actuals whichever is less. Employee is entitled for taking a 2 day leaves with pay.</p> <p>The purpose of this document is to lay down the guidelines to be followed in case of any inland relocation and entitlements for the same. Employees who get married to another employee within the Company during their tenure of employment shall not be permitted to continue in case of a Direct Reporting Relationship or Indirect Reporting Relationship.</p>	Version 1	1st August 2016	1	Compliant
6.9 Salary Advance Policy: The objective of the policy is to mitigate the financial hardship of an employee arising out of any contingency by providing funds for a short term period as salary advance.	All confirmed employees are eligible for salary advance maximum of three month's basic salary. An employee can apply for salary advance only after the recovery of existing salary advance if any. An employee can apply for salary advance only after the recovery of existing salary advance if any.	Version 1	1st August 2016	3	Compliant
6.10 Group Personal Accident Policy: The objective of this policy is to provide financial assistance to an employee and/or their family in case of loss of earning capacity of the employee due to accident or death (for any reasons) during the course of employment	All employees shall be provided with a financial assistance of the amount equivalent to 3 times of their Cost to Company (CTC) on account of accident of self-leading to loss of earning capacity or death.	Version 1	1st August 2016	1	Compliant
6.11 Gifts Policy	<p>The policy is applicable to all employees of Test Company Private Limited, India (The Company). For the purpose of this policy, the following people are deemed to be 'employees':</p> <ul style="list-style-type: none"> • Those that are on the employment rolls of The Company. • Associate employees. 	Version 1	1st August 2016	2	Compliant



	Unacceptable Gifts & Entertainment: • Bribe especially in cash forms. • Unexplained rebates. • Payments for advertising or disguised allowances or expenses. • Personal favors such as club memberships, entertainment and preferential treatments.																
	Acceptable Gifts and Entertainment: Sponsored Trips and Festival Related Gifts																
6.12 Gift Policy on Marriage and New born.: The purpose is to congratulate the employee on the occasion on behalf of Test Company Private Limited fraternity.	1. Employees getting married during services in the Company irrespective of the category shall be given a Silver Plaque with engraved congratulation message worth Rs.7500/- net. 2. For employees' new born babies the Company shall give a gift voucher worth Rs. 5000/-	Version 1	1st August 2016	1	Compliant												
6.13 Employee Referral Policy: The main objective of this policy is to encourage employees to refer competent people to join Test Company Private Limited, India.	HR needs to specify the Requirement In the notice board / email / mass mailer. Employee referring an applicant needs to submit the resume as per the employee referral form. <table border="1"> <tr> <td>Level of Recruitment Confirmation</td> <td>Referral Incentive Post</td> </tr> <tr> <td>Asst./ Technician</td> <td>10,000</td> </tr> <tr> <td>Officer/Engineer</td> <td>20,000</td> </tr> <tr> <td>Sr. Officer/Sr. Engineer</td> <td>25,000</td> </tr> <tr> <td>Asst. Manager</td> <td>30,000</td> </tr> <tr> <td>Manager & Above</td> <td>40,000</td> </tr> </table>	Level of Recruitment Confirmation	Referral Incentive Post	Asst./ Technician	10,000	Officer/Engineer	20,000	Sr. Officer/Sr. Engineer	25,000	Asst. Manager	30,000	Manager & Above	40,000	Version 1	1st August 2016	3	Compliant
Level of Recruitment Confirmation	Referral Incentive Post																
Asst./ Technician	10,000																
Officer/Engineer	20,000																
Sr. Officer/Sr. Engineer	25,000																
Asst. Manager	30,000																
Manager & Above	40,000																
7. Labour Compliance Registers																	
7.1 Muster Roll	Available				Compliant												
7.2 Equal Remuneration Register	Available				Compliant												

V. Provident Fund Details

PF Audit Details

S. No	Month	Year	Total Employees	No. of Paid Employees	No of Pending Employees	Date of payment	Amount (Rs.)	Nominee	KYC (Y/N)	Remarks
1	April	2017				11-05-2017	97681			Trans ID-XXXXXX XXXXXX
2	May	2017				08-06-2017	97681			Trans ID-XXXXXX XXXXXX
3	June	2017				10/7/2-17	97681			Trans ID-XXXXXX



									XXXXX
4	July	2017				09-08-2017	108414		Trans ID-XXXXXX XXXXX
5	August	2017				12-09-2017	108414		Trans ID-XXXXXX XXXXX
6	September	2017				Not Available	108414		CRN- XX XXXXXX XXX
7	October	2017				Not Available	111565		CRRN-X XXXXXX XXXX
8	November	2017				Not Available	112651		CRRN-X XXXXXX XXXX
9	December	2017				Not Available	112651		CRRN-X XXXXXX XXXX
10	January	2018				Not Available	112651		CRRN-X XXXXXX XXXX
11	February	2018				Not Available	112651		CRRN-X XXXXXX XXXX
12	March	2018				Not Available	112651		CRRN-X XXXXXX XXXX

PT Enrollment Payment Details- Amount paid- 2500 CTD Ref No: XXXXXXXXXXXX Date- 12/4/2017

PT Audit Details

S. No	Month	Year	Total Employees	No.of Paid Employees	No of Pending Employees	Date of payment	Amount	Remarks
1	April	2017				11-05-2017	2400	Bank Ref No: XXXXX XXXXXX
2	May	2017				08-06-2017	2400	CTD Ref No: XXXXX XXXXXX
3	June	2017				Not Available	2400	CTD Ref No: XXXXX XXXXXX
4	July	2017				09-08-2017	2400	CTD Ref No: XXXXX XXXXXX
5	August	2017				12-09-2017	2400	CTD Ref No: XXXXX XXXXXX
6	September	2017				13-10-2017	2400	CTD Ref No: XXXXX XXXXXX
7	October	2017				16-11-2017	2400	CTD Ref No: XXXXX XXXXXX
8	November	2017				11-12-2017	2600	CTD Ref No: XXXXX XXXXXX
9	December	2017				10-01-2018	2600	CTD Ref



								No: XXXXX XXXXXX
10	January	2018				09-02-2018	2600	CTD Ref No: XXXXX XXXXXX
11	February	2018				08-03-2018	2600	CTD Ref No: XXXXX XXXXXX
12	March	2018				17-04-2018	2600	CTD Ref No: XXXXX XXXXXX

7. Labour Compliance Registers	Doc.Ref No	Last Updated Date	Last Updated By	Compliance
7.1 Muster Roll	NA	NA	NA	Non - Compliant
7.2 Equal Remuneration Register	NA	NA	NA	Non - Compliant

8. Employee PF, PT, ESI & TDS Compliance	S. No	Month	Year	Total Employees	No. of Paid Employees	No. of Employees
		Date of payment	Amount	No of Employees KYC updated	Ref No	Cd
	PF	NA	NA	NA	NA	
	ESI	NA	NA	NA	NA	
	PT	NA	NA	NA	NA	
	TDS	NA	NA	NA	NA	
	S. No	Month	Year	Total Employees	No. of Paid Employees	No. of Employees
		Date of payment	Amount	No of Employees KYC updated	Ref No	Cd
	PF	NA	NA	NA	NA	
	ESI	NA	NA	NA	NA	
	PT	NA	NA	NA	NA	



	TDS	NA	NA	NA	NA
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Findings & Recommendations

Off Role Employee Policy under leave policy is not present in the Leave Policy.

Maternity Leave Policy is followed as instructed under the Central Government Act. It is not available in a written policy document. It is recommended to do the same at the earliest.

Assignment 5: Insurances

Report

I. Law Applicable

II. Insurance Types	Status (Available/Applicable)
Marine	Yes
Burglary	Yes
Warehouse	No
Fire	Yes
Office/Building	Yes
Group Insurance	Yes
Public Liability	No
Indemnity Insurance	Yes
Other	Yes

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
1	FIRE	Test Company Private limited	Section 1- Fire and Allied Perils and Section 2- Burglary and house- breaking	17,70,052
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
2	OFFICE/BUILDING	Test Company Private limited	Section IV (A) Electronic Appliances	97,937
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
3	OFFICE/BUILDING	Test Company Private limited	Section IV (B) Portable Electronic Equipments	3,19,915
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-



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S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
4	OFFICE/BUILDING	Test Company Private limited	Section IV (B) Portable Electronic Equipments	2,02,650
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
5	MARINE	Test Company Private limited	Marine Cargo	70,801
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
6	FIRE	Test Company Private limited	Fire and Allied Perils	36,75,289
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
7	BURGLARY	Test Company Private limited	Burglary and House-breaking	36,75,289
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
8	OFFICE/BUILDING	Test Company Private limited	Electronic Appliances	2,19,587
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
9	OFFICE/BUILDING	Test Company Private limited	Portable Electronic Equipments	12,94,856
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
10	INDEMNITY INSURANCES	Test Company Private limited	Money Insurance	4,00,000
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
11	BURGLARY	Test Company Private limited	Burglary Insurance	6,00,00,000
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-



S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
12	FIRE	Test Company Private limited	Standard Fire and Special Perils Insurance	6,00,00,000
	Valid From Date	Valid To Date	Document No	No of Pages
	01-08-2018	31-07-2019	XXXXXXXXXXXX	-

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
13	OTHER	Test Company Private limited	Motor Insurance - Private Car Comprehensive Policy	2,63,752
	Valid From Date	Valid To Date	Document No	No of Pages
	19-04-2018	18-04-2019	XXXXXXXXXXXX	2

S. No	Insurance Type	Insurer Company	Details of Insured	Sum Insured
14	OTHER	Test Company Private limited	Auto Secure Private Car Package Policy	15,77,646
	Valid From Date	Valid To Date	Document No	No of Pages
	26-05-2018	25-05-2019	XXXXXXXXXXXX	6

III. Group Insurances Analysis

S. No	Emp ID	Name Of Insured	Age	Relation	Risk Group	Sum Insured
1	XXXXXXXXXX	Mr.A	36	Spouse	Financial and related services	
2	XXXXXXXXXX	Mr.B	71	Father		
3	XXXXXXXXXX	Mr.C	42	Self		3,00,000
4	XXXXXXXXXX	Mr.D	62	Mother		
5	XXXXXXXXXX	Mr.E	13	Son		
	Medical Extension	War & Allied Cover opted	Valid From Date	Valid To Date	Insurer Company	Document No
	Not Available	Not Available	03-10-2018	02-10-2019	Reliance General Insurance	XXXXXXXXXXXX

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S. No	Emp ID	Name Of Insured	Age	Relation	Risk Group	Sum Insured
1	XXXXXXXX	Mr. A	1	Son	Family Floater	
2	XXXXXXXX	Mr. B	79	Father		
3	XXXXXXXX	Mr. C	37	Self		3,00,000
4	XXXXXXXX	Mr. D	26	Spouse		
5	XXXXXXXX	Mr. E	68	Mother		
6	XXXXXXXX	Mr. F	44	Spouse	Family Floater	
7	XXXXXXXX	Mr. G	69	Mother		
8	XXXXXXXX	Mr. H	19	Daughter		
9	XXXXXXXX	Mr. I	15	Daughter		
10	XXXXXXXX	Mr. J	50	Self		3,00,000
11	XXXXXXXX	Mr. K	37	Spouse	Family Floater	
12	XXXXXXXX	Mr. L	39	Self		3,00,000
13	XXXXXXXX	Mr. M	11	Son		
14	XXXXXXXX	Mr. N	66	Mother	Family Floater	
15	XXXXXXXX	Mr. O	67	Father		
16	XXXXXXXX	Mr. P	4	Daughter		
17	XXXXXXXX	Mr. Q	4	Daughter		
18	XXXXXXXX	Mr. R	37	Self		3,00,000
19	XXXXXXXX	Mr. S	30	Spouse	Family Floater	
20	XXXXXXXX	Mr. T	76	Mother		
21	XXXXXXXX	Mr. U	40	Spouse		
22	XXXXXXXX	Mr. V	9	Daughter		
23	XXXXXXXX	Mr. W	15	Son		
24	XXXXXXXX	Mr. X	47	Self	3,00,000	
25	XXXXXXXX	Mr. Y	49	Self	Family Floater	3,00,000
26	XXXXXXXX	Mr. Z	44	Spouse		
27	XXXXXXXX	Mr. AB	20	Daughter		
28	XXXXXXXX	Mr. AC	76	Mother		
29	XXXXXXXX	Mr. AD	2	Son		Family Floater
30	XXXXXXXX	Mr. AE	35	Self	3,00,000	
31	XXXXXXXX	Mr. AF	26	Spouse		
32	XXXXXXXX	Mr. AG	26	Spouse	Family Floater	
33	XXXXXXXX	Mr. AH	58	Father		
34	XXXXXXXX	Mr. AI	33	Self		3,00,000
35	XXXXXXXX	Mr. AJ	48	Mother		
36	XXXXXXXX	Mr. AK	2	Son		
37	XXXXXXXX	Mr. AL	60	Father	Family Floater	
38	XXXXXXXX	Mr. AM	28	Spouse		
39	XXXXXXXX	Mr. AN	6	Son		
40	XXXXXXXX	Mr. AO	32	Self		3,00,000
41	XXXXXXXX	Mr. AP	57	Mother		
42	XXXXXXXX	Mr. AQ	30	Self	Family Floater	3,00,000
43	XXXXXXXX	Mr. AR	60	Father		
44	XXXXXXXX	Mr. AS	4	Daughter		
45	XXXXXXXX	Mr. AT	30	Spouse		
46	XXXXXXXX	Mr. AU	78	Father		Family Floater
47	XXXXXXXX	Mr. AV	69	Mother		
48	XXXXXXXX	Mr. AW	13	Daughter		
49	XXXXXXXX	Mr. AX	41	Spouse		
50	XXXXXXXX	Mr. AY	7	Son		
51	XXXXXXXX	Mr. AZ	47	Self	3,00,000	
52	XXXXXXXX	Mr. BA	53	Father	Family Floater	
53	XXXXXXXX	Mr. BC	53	Mother		
54	XXXXXXXX	Mr. BD	27	Self		3,00,000
55	XXXXXXXX	Mr. BE	31	Self	Family Floater	3,00,000
56	XXXXXXXX	Mr. BF	65	Father		
57	XXXXXXXX	Mr. BG	37	Spouse		
58	XXXXXXXX	Mr. BH	53	Mother		
59	XXXXXXXX	Mr. BI	35	Spouse		Family Floater
60	XXXXXXXX	Mr. BJ	28	Self	3,00,000	



61	XXXXXXX	Mr. BK	49	Mother		
62	XXXXXXX	Mr. BL	55	Father		
63	XXXXXXX	Mr. BM	23	Self	Family Floater	3,00,000
64	XXXXXXX	Mr. BN	48	Mother		
65	XXXXXXX	Mr. BO	55	Father		
66	XXXXXXX	Mr. BQ	26	Self	Family Floater	3,00,000
67	XXXXXXX	Mr. BR	54	Mother		
GRAND TOTAL						48,00,000
	Medical Extension	War & Allied Cover opted	Valid From Date	Valid To Date	Insurer Company	Document No
	Not Available	Not Available	03-10-2018	02-10-2018	Reliance General Insurance	XXXXXXXXXX

S. No	Emp ID	Name Of Insured	Age	Relation	Risk Group	Sum Insured
1	XXXXXXXXXX	Mr. A	37	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	33,00,246
2	XXXXXXXXXX	Mr. B	50	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	70,39,179
3	XXXXXXXXXX	Mr. C	39	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	51,06,927
4	XXXXXXXXXX	Mr. D	40	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	75,33,465
5	XXXXXXXXXX	Mr. E	44	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	44,33,433
6	XXXXXXXXXX	Mr. F	47	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	44,33,433
7	XXXXXXXXXX	Mr. G	37	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	32,79,123
8	XXXXXXXXXX	Mr. H	26	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total	24,99,570



					Disablement and Carriage of Dead Body	
9	XXXXXXXXXX	Mr. I	33	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	24,99,570
10	XXXXXXXXXX	Mr. J	32	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	14,33,001
11	XXXXXXXXXX	Mr. K	27	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	33,83,658
12	XXXXXXXXXX	Mr. L	31	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	10,08,000
13	XXXXXXXXXX	Mr. M	28	Mother	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	9,12,852
14	XXXXXXXXXX	Mr. N	23	Mother	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	16,38,000
15	XXXXXXXXXX	Mr. O	26	Mother	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	17,24,667
16	XXXXXXXXXX	Mr. P	30	Spouse	Table D-Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disablement and Carriage of Dead Body	11,70,894
GRAND TOTAL						5,13,96,018
	Medical Extension	War & Allied Cover opted	Valid From Date	Valid To Date	Insurer Company	Document No
	Not Available	Not Available	03-10-2018	02-10-2018	Reliance General Insurance	XXXXXXXXXX

S. No	Emp ID	Name Of Insured	Age	Relation	Risk Group	Sum Insured
1	XXXXXXXXXX	Mr.R	43	NA	Financial and Related Services	50,11,026
	Medical	War & Allied Cover	Valid From Date	Valid To Date	Insurer Company	Document No



	Extension	opted				
	Not Available	Not Available	03.10.2018	02.10.2019	Reliance General Insurance	XXXXXXXX

Findings & Recommendations

It was found that the company has 9 insurance policies all approximately valid until the year 2019.

It is recommended in the interest of the company that the Company avails adequate insurance coverage for protection of its business including but not limited to fire, theft, natural calamities, riots, strikes, malicious damage etc.

Assignment 6: Contracts & Agreements

Report

S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
1	Contract and Labour Agreements	Deed of Novation	M/s ABC private Limited, XYZ Private Limited and Test Company Private Limited	Not Available	29/7/2016	Not Available	16
Clause No	Clause Name	Particulars					Compliance Status
1	Agreement of Deed of Novation	As XYZ has agreed to transfer/novate all its rights and obligations under the existing agreement to Test and Test has agreed to assume all of the rights and obligations of XYZ under the Existing Agreement on the same terms, conditions and understanding as set out in the existing agreement the parties consent to and agree that Test shall substitute XYZ entirely under the Existing Agreement and the rights and obligations of XYZ under the Existing Agreement shall be transferred/novated to and assumed by Test with effect from [.] shall enjoy all the rights and benefits and agrees to perform and be bound by all obligations of XYZ under the Existing Agreement with effect from [.]					Compliant
2	Representation and Warranties	Each Party represents and warrants to the other party that: (i) It is duly organised and validly existing under the laws of India, (ii) It has taken all necessary corporate and other actions under applicable laws and the constitutional documents to authorize the execution, delivery and performance of this Deed of Novation, and (iii) This Deed of Novation constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.					Compliant
3	Notices	All notices shall be addressed as follows, (a) in the case of Notices to be sent to XYZ: Attention - Mr. R Address - 134/12, ABC road, Chennai - 456789 Telephone - 91-XXXXXXXXXX Fax - 91-XXXXXXXXXX Email - abc@jkl.com (b) in the case of Notices to be sent to XYZ: Attention - Mr. K					Compliant



		<p>Address - 134/15, KLM Road, Chennai -125689 Telephone - 91-XXXXXXXXXX</p> <p>Fax - 91-XXXXXXXXXX</p> <p>Email -pqrs@ghi.com</p> <p>(c) in the case of Notices to be sent to Test:</p> <p>Attention - Mr. J</p> <p>Address - 123/12,ABC nagar, Bnagalore -123456</p> <p>Telephone - 91XXXXXXXXXX</p> <p>Email -bcd@hij.com</p>	
4	Governing law	<p>4.1 This deed of Novation shall be construed in accordance with the laws of Republic of India and subject to clause 4.4 below the competent courts at Bangalore shall have the exclusive jurisdiction.</p> <p>4.2 in the event of any disputes and differences between the Parties hereto arising out of or as a consequences of this deed of Novation, the parties shall endeavor and agree to resolve any issues/matters with differing views, through mutual discussions, consultations and conciliation proceedings between one representative each of the parties being the respective representatives of the Parties.</p> <p>4.3 If the Parties fail to arrive at an amicable settlements within 15 days of such issue being raised by either party all such disputes controversies or claims arising out of or in connection with this Deed of Novation or the breach, termination or invalidity thereof shall be exclusively raised by either party all such disputes controversies or claims arising out of or in connection with this deed of Novation or the breach, termination or invalidity thereof shall be exclusively and finally settled by arbitration by a tribunal of three arbitrators.</p> <p>4.4 the respondent parties collectively and the claimant parties collectively shall appoint one arbitrator each and the two chosen arbitrators shall appoint three arbitrators with mutual consent. The place and seat of arbitration shall be Bangalore. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996 or any statutory amendment made thereto. The arbitration proceedings shall be in English. The tribunal shall record the evidence of the Parties and give a reasoned award. The decision of the tribunal shall be final and binding on the Parties.</p>	Compliant

S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
2	Employee Contracts/Offer Documents	Client Service Agreement	Test Company Private Limited And XYZ company Private Limited	Not Available	29/7/2016	Not Available	14
Clause No	Clause Name	Particulars					Compliance Status
1	Definitions	<p>A. DATA - shall mean and include all the information in the stipulated format that CLIENT will provide XYZ as specified in the SCHEDULES to this agreement.</p> <p>B. DUE DATES - Shall be the dates on which CLIENT will communicate data to XYZ as specified in the SCHEDULES to this agreement.</p> <p>C. DELIVERABLES - shall mean the services to be performed by XYZ for CLIENT that</p>					Compliant



		<p>are specified in the SCHEDULES to this agreement.</p> <p>D. ADDITIONAL ACTIVITIES - Any service outside the scope of services mentioned in Schedule A, shall be included from time to time based on CLIENT's requirements and delivery capabilities at consideration to be mutually agreed.</p> <p>E. DELIVERY DATES - shall be the dates on which XYZ shall deliver the deliverables to CLIENT as specified in the SCHEDULES to this agreement.</p> <p>F. BILLING DATES - Shall be the dates on which XYZ raises bills on CLIENT as specified in the SCHEDULES to this agreement.</p> <p>G. SERVICE CHARGES - This shall be the fee payable by CLIENT to XYZ under the terms of this agreement as specified in the SCHEDULES to this agreement.</p> <p>H. PAYMENT DATES - Shall be the dates on which CLIENT is obliged to make payment for services contemplated under this agreement to XYZ as specified in the SCHEDULES to this agreement.</p>	
2	Scope of Work	XYZ shall provide to the CLIENT (by legal entity) services of payroll processing and delivery of statutory reports such as provident fund, Employees State Insurance, Professional Tax (by State) and Tax Deductible at source to the appropriate government authorities as per commitments in Schedule A and B.	Compliant
3	Schedule to this Agreement	<p>The parties agree that the description and the specific terms and conditions governing each service selected by CLIENT shall be attached to this agreement as a pair of SCHEDULES, which shall be signed by all the parties and then form part and parcel of this agreement. each service selected by CLIENT would have</p> <p style="text-align: right;">SCHEDULE A</p> <p>- A Schedule detailing the payroll service level agreement between the parties.</p> <p>SCHEDULE B- A schedule detailing the statement of work between the parties.</p> <p>SCHEDULE C - A schedule detailing the attendance and leave module (TEAM) service level agreements between the parties.</p> <p>SCHEDULE D - A Schedule detailing the BILLING SCHEDULE, SERVICE CHARGES, AND PAYMENT DATES.</p> <p>These four SCHEDULEs for each service would then form part of this agreement.</p> <p>If CLIENT chooses to add on services after signing this agreement the SCHEDULES governing those services, once signed by the parties can be appended to form part of this agreement.</p> <p>During the term of this agreement, if CLIENT choose to remove any particular service/while retaining other services, CLIENT shall give XYZ 60 day's written notice duly acknowledged by XYZ. CLIENT shall also pay XYZ all Service Charges due on such services for 60 days from the date of receipt of such notice by XYZ. The SCHEDULES governing the services to be removed shall then be duly signed by both parties and canceled.</p>	Compliant
4	Term of This Agreement	This agreement shall commence on 1st April 2016 and remain in force until terminated by either party	Compliant
5	Consideration	The Service Charges payable by CLIENT to XYZ for services being rendered under this agreement and the billing dates and payment dates shall be detailed in the relevant SCHEDULES.	Compliant



		<p>A. XYZ shall make all efforts to ensure that the service charges for each service availed of the client shall not be revised for the first 12 months after CLIENT avail of that service. Thereafter the Services Charges may be revised by mutual consent of the parties.</p> <p>B. The revised service charges can be set out in a letter signed by both parties and such letter shall form part of this agreement. CLIENT shall be bound by such changes to Service Charges.</p> <p>C. If CLIENT discovers an error in any bill then the CLIENT shall notify XYZ of such error within 7 days of receipt of the bill. Upon verification, if XYZ finds that it has made an error it shall immediately rectify the same.</p>	
6	XYZ obligations and material breach	<p>A. XYZ shall be obliged to maintain confidentiality of the data provided to XYZ by CLIENT to the extent provided under the terms of this agreement provided however that XYZ is not bound to maintain confidentiality of any data which is (i) is generally available to the public or becomes available to the public through no act of XYZ (ii) was already in the possession of the person/ entity possessing it and was not acquired from XYZ or (iii) is required to be disclosed by law, regulation, legal process or order of any court or governmental body having jurisdiction.</p> <p>B. Subject to CLIENT's submission of accurate data to XYZ on the due date, XYZ shall be obliged to provide CLIENT with the deliverables on the delivery date (all these dates shall be as specified in the relevant schedule.)</p> <p>C Material breach by TALENPRO under this agreement shall be restricted.</p> <p>a. to failure by XYZ to provide CLIENT with the deliverables on the delivery dates specified in the relevant schedules subject to CLIENT's submission of accurate data to XYZ on the due date.</p> <p>b. to failure by XYZ to calculate and deduct proper income tax at applicable rates for all of CLIENT employees.</p> <p>c. to failure by XYZ to provide various statutory reports (like Income Tax withholding tax return, income tax deduction certificates, provident fund withholding tax return, income tax deduction certificates, provident fund returns/challans, professional tax returns/challans) by the due dates,</p> <p>d. to failure by XYZ to prevent and detect deficient payment such that either the CLIENT or its employees stand to lose.</p> <p>e. in any event the liability of XYZ under the terms of this agreement shall be limited only to such material beach if any XYZ would be responsible for paying late payment interest/penalty /damages that the regulatory authorities may impose on the CLIENT due to non-submission /wrong submission of information with them.</p> <p>If XYZ fails to rectify a material breach within the time mentioned in clause 9A herein the agreement stands terminated and the CLIENT shall not liable to pay for the notice period of 60 days as mentioned in clause 9A herein the agreement stands terminated and the CLIENT shall not be liable to pay for the notice period 60 days as mentioned above. Damages, if any payable by XYZ to CLIENT will be restricted to 5% of the total service charges that have been received by XYZ in the previous 6 months for the relevant service under which the breach has taken place.</p> <p>D. Upon CLIENT paying all Service Charges due and payable to XYZ for services rendered till the date of the termination, XYZ shall hand over all available data with XYZ to CLIENT.</p>	Compliant
7	CLIENT obligations and	<p>A. CLIENT agrees that it shall be obliged to provide XYZ with accurate data on the due dates and to promptly pay service charges to XYZ on the payment dates as specified in the relevant schedules.</p>	Compliant



	material Breach	<p>B. CLIENT shall be responsible for abiding by and complying with all relevant laws, licensing and other legal requirements. Failure by CLIENT to provide the data for any month shall invalidate the payment due to XYZ for the months.</p> <p>C. Failure to provide accurate data on the due dates as provided for in the Schedules to this agreement and/or failure to pay XYZ the services charges promptly on the payment dates as provided for the schedules to this Agreement is material breach of this agreement by CLIENT.</p> <p>D. If the CLIENT fails to rectify a material breach within the time mentioned in clause 9 A herein this agreement stands terminated.</p>	
8	Indemnification	<p>A. It is hereby agreed that CLIENT shall nominate a person per Legal Entity to coordinate with XYZ for smooth flow of data and information. CLIENT shall also make available all technical inputs and records that are required for the purpose of this agreement wherever and whenever necessary.</p> <p>B. XYZ states that they have totally relied on the documents provided by CLIENT and do not know or take any responsibility for any other documents that have not been brought to their notice.</p> <p>C. It shall be CLIENT's sole duty and responsibility to ensure the compliance of all statutory Act, rules and procedures pertaining to this agreement, failing which CLIENT shall be solely liable for any non-compliances. The exceptions to this clause would be the ones caused by deficient services of XYZ as listed in clause 6.</p> <p>D. It is hereby agreed that XYZ shall be responsible for any claims made against CLIENT on account of non-compliance of any statutory requirements other than the statutory requirements specifying referred to payroll services mentioned hereunder. CLIENT hereby indemnifies and agrees to keep XYZ indemnified against all claims, losses, liabilities or damages suffered by the XYZ including reasonable attorney fees arising out of any non-compliances of any statutory requirements by CLIENT.</p>	Compliant
9	Termination of this Agreement	<p>A. If a party commits material breach of the terms of this agreement the other party will give the party in breach written notice and 30 days time in which to rectify such breach failing which this agreement will stand terminated.</p> <p>B. If CLIENT wishes to terminate this agreement, otherwise than for material beach it may do so by giving XYZ written notice and paying XYZ all service charges due as this agreement for 60 days after XYZ receives such written notice.</p> <p>C. if XYZ wishes to terminate this agreement otherwise than for material breach it may do so by giving CLIENT 60 days written notice and completing delivery of deliverables due for such 60 days and the CLIENT shall pay XYZ all service charges due towards the same as per this agreement.</p> <p>D. if the agreement is terminated upon CLIENT paying XYZ all services charges due and payable under this agreement, XYZ shall hand over all available data with XYZ shall hand over all available data with XYZ to CLIENT.</p>	Compliant
10	Non-Solicitation	<p>Neither party shall directly or indirectly employ or otherwise utilize the services of the other party's employees without the prior written consent of the other party. This shall be in force during the term of this agreement and for 1 year after its termination.</p>	Compliant
11	General Provisions	<p>A. Entire Agreement - This agreement and the SCHEDULES appended to it constitutes the entire agreement of the parties. Variations to the SCHEDULES or letters signed by CLIENT and XYZ shall be treated as part and parcel of this agreement.</p> <p>B. Authorised Representative - Each party shall be responsible for authorizing persons to represent them and liaise with the other party and for informing the other party of the names of such persons. If the names of such persons should change each party shall be responsible for intimating the other of such change.</p>	Compliant



	<p>C. Amendment & Assignment - Any waiver, amendment, assignment or modification of this agreement will be not effective unless contained in writing and signed by both parties. This could be in the form of a letter signed by CLIENT and XYZ.</p> <p>D. Severability - in the event that any provision of this agreement is for any reason void or unenforceable in any respect such provision shall be without effect to the extent of it being void or unenforceable without affecting the other provisions in the agreement. Any failure to insist upon strict compliance with any of the terms or conditions of this agreement shall be deemed a waiver of such term or condition.</p> <p>E. Notices - All notices given in this agreement shall be effective upon receipt and shall be in writing and sent to the address of the other party. The address for notices to be sent to the parties shall be the same as set out at the beginning of this agreement. Either party may inform the other in writing should the address given by it receipt of notices change.</p> <p>F. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of India, the courts of Chennai shall be exclusive jurisdiction.</p> <p>G. Arbitration - in the event of any dispute arising between the parties to this agreement, the parties shall first negotiate with each other in good faith and endeavor to resolve such dispute. In the event that they are unable to do so and the parties agree to refer the same to arbitration. The parties shall endeavor to mutually agree on the name of a sole arbitrator to conduct the arbitration. In the event that they cannot reach agreement on the name of sole arbitrator, the parties will approach High Court of Chennai to appoint such sole arbitrator. The provisions of the Arbitration and Conciliation Act,1996 shall govern the proceedings. The award of the arbitrator shall be final and binding. The venue for such arbitration shall be Chennai.</p> <p>H. Force Majeure - XYZ shall not be liable for any failure to perform its obligations under this agreement when such failure is due to acts of God or any other reason that is beyond XYZ's control.</p> <p>IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorised representatives as of the day and year first written wherein.</p>
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S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
3	Retainership Agreement-Enterprise (Annual)	Schedule 8: Retainership Agreement (White Code Legal)	Test India Company Private Limited Ltd. AND White Code Legal	Not Available	08/01/2018	Not Available	3
Clause No	Clause Name	Particulars					Compliance Status
1	Appointment	The Party of the first part hereby appoints and retains the party of the second part for providing various legal advice and services to M/s Test India Company Private Limited Ltd.					Compliant
2	Fees	The party of the first part shall pay to the party of the second part Retainership fees of Rs. 1,80,000/- (One lakh eighty thousand only) per annum.					Compliant
3	Services	The Second party shall provide consulting services for the Retainership fee agreed to be paid by the first party. The party of the second part shall provide upto 25 Consultations per annum and shall perform 4 no. of Legal Audits per annum.					Compliant
4	Additional Services	The party of the first part shall also pay to the party of the Second part all out of pocket expenses incurred by them in payment of travelling expenses, registration charges, etc. in respect of documents in relation to each transaction, etc. The party of the first part shall pay to the party of the second part all fees/expenses of additional services and consultations availed.					Compliant
5	Invoices	Invoices will be raised by the party of the second part on a monthly basis for all the					Compliant



		additional services and will be payable within 7 days. The invoice shall also include details of any out of pocket expenses and costs incurred in relation to the additional services.	
6	Scope	The scope of the above services would not include any regulatory compliance or providing substantive opinions or memoranda on any specific legal issue and the same will be charged separately. This retainer agreement will not extend to any outsourcing, arbitrating, litigation civil or criminal or arbitration whether arising out of any transaction entrusted to the party of the second part or otherwise. If any such matter of litigation or any legal proceedings in a court of law or tribunal or arbitrator is entrusted to them, the party of the second part will be entitled to charge fees according to their usual practice.	Compliant
7	Non Refund	The party of the first part agrees that the Retainership fees and all other fees paid towards additional/other services is non-refundable	Compliant
8	Termination	This agreement may be terminated by any party hereto by giving one month's prior notice to the other without assigning reason and on the expiry of the said period from receipt of the notice this agreement shall stand terminated except in respect of matters which are already entrusted to the party of the second part and are not completed.	Compliant
9	Arbitration	Any dispute or difference arising out of or in connection with this contract, including any question regarding its construction, meaning, scope, operation, existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions of Arbitrations and Conciliation Act 1996 or any statutory amendment thereof. The Arbitration shall be in English language and the seat of the arbitrator/panel of arbitrators. The arbitrator(s) appointment and arbitration administration shall be through/by/via Vakeel International Arbitration and Mediation Centre which is hereby authorized by both the parties and such appointment/nomination of arbitrator or his award shall not be challenged on any grounds whatsoever. The award of the Arbitration through VIA Mediation Centre shall be final and binding on both the parties. The arbitrator will pass a written and a reasoned award and will be entitled to award cost of the proceedings.	Compliant
10	Miscellaneous	The above retainer quote, no of consults and additional fee quotes is based on the assumption that there will be no material change in the services and scope. In the event of any material deviation in the foregoing assumption the parties hereto agree to re-assess and mutually revise the quote.	Compliant

S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
4	Service Agreement	Global IT System Service Agreement	Test India Company Private Limited Ltd. AND White Code Legal	Contract No. Test Company-Test-2019	05/01/2019	Not Available	17
Clause No	Clause Name	Particulars					Compliance Status
1	Definition	<p>The following terms used in this Agreement shall be defined as follows for purposes of this Agreement.</p> <p>a) "Effective Date" for the Test is May 1st, 2019. The Effective Date is subject to the implementation timeline.</p> <p>b) "Global IT System" refers to systems which are owned by Test Company and provide IT services to users in overseas affiliates. These are consist of tangible & intangible facilities of computers, peripherals, software, communication facilities and others, which are designed to maintain human & material resources such as purchasing, design, construction, sale, manufacturing, inventory, resources and information management, etc. electronically.</p> <p>c) "Service users" refer to those who are registered as users in Global IT System.</p>					Compliant
2	Grant of the Right	During the period of this Agreement, Test Company hereby grant to Test to access the Global IT System that Test Company offers.					Compliant
3	Value Added Service	a) Test Company Offers the following value-added services to Test 1) Education and training programs for actual Service users of Test 2) Global IT System modification and development in case of change/addition of Test operation process 3) Data provision and					Compliant



		<p>program development for Test operation.</p> <p>b) Concerning the deployment if Test Company engineers indicated in Article 3.1 4, Test shall bear the overall cost including flight, etc. if the value-added service is requested by Test whereas Test Company shall bear the cost if the dispatch is necessitated as part of Global service planning.</p>	
4	Charge	<p>a) Test shall pay Test Company for the access Global IT System in accordance with Article 2 of this Agreement and maintenance charge for Global IT Services management.</p> <p>(i) Charge for the access Global IT System</p> <p>1) Base charge for Global IT System service is calculated on an annual basis for the initial 5 years of the agreement as per Article 6.1</p> <p>2) Annual Charge is based on "charge per Service user" under Article 4.3.2. and "number of service users" under Article 4.3.1.</p> <p>(ii) The maintenance charge shall be billed based upon the corresponding amount on the Test Global IT System management maintenance charge (Labor Cost, HW Cost, SW subscription cost).</p> <p>b) The charge for Global IT system service and maintenance charge shall be billed at the middle of each month during the course of this Agreement or on the end date when the Agreement expires or is terminated. However, the payment shall be made by the 20th day of the following month during the period of this agreement or end date if agreement expires or is terminated.</p> <p>c) In order to calculate the charge for Global IT System service under this Agreement,</p> <p>(i) During the course of this Agreement, the number of Test service users represents the number of users registered in Global IT System as of Jan 1st every year.</p> <p>(ii) During the period of this Agreement, system use charge as per Global user shall be calculated as amendment as per the case. However, if either party requests, system use charge per Global system user may be adjusted to a more reasonable amount, based on the mutual agreement between both parties.</p> <p>(iii) The charge for Global IT System service shall not be billed once the initial five years of this Agreement as per Article 6.1 ends. However, in cases where Test Company makes an additional change to the Global IT System which results in a significant improvement during the period of this agreement, the system use charge can be re-calculated, based on mutual agreement between the parties.</p> <p>d) Under this Agreement, Test shall pay to Test Company through Telex Transfer to the bank account that Test Company designates, unless specified otherwise herein. According to this article, if the amount that is initially calculated in currencies other than US dollars needs to be converted to US dollars, the effective foreign exchange ratio published by the official foreign currency office as of the billing date shall be applied in line with Article 4.2</p> <p>e) If Test cannot make a payment to DT due to regulations and instruction of the Government, the parties shall agree to an alternative means of payment.</p> <p>e) All payments to be made by Test to Test Company under this Agreement shall be free if any charge, retention or taxation levied or payable outside Korea except only withholding income tax imposed by the India Government, if taxable, with respect to the amount payable to Test Company pursuant to the Agreement, which Test Company is required to pay in INDIA for the account of Test Company provided that such withholding income tax is, and continues to be allowable as a tax credit in Korea in accordance with Convention between Republic of Korea and the India Government for the " The avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income. Test shall, on behalf of and in the name of Test Company, pay any such withholding income tax and arrange to furnish Test Company with proper receipts for the same from the India tax authorities for Test Company to receive tax credit in Korea. Notwithstanding the above, whenever any laws or regulations of India, can favourably be applied to the payments receivable to Test Company under this Agreement and such withholding income tax can be exempted or reduced, Test shall take all reasonable and necessary procedures to enable Test Company to enjoy the full advantage thereunder and shall obtain certificates of exemption or reduction of withholding income tax from the competent authorities and submit the same to Test Company.</p>	Compliant
5	General Provisions	<p>5.1 Neither party hereto shall be responsible for failure or delay to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, natural disasters, war, threat of war, circumstances similar to war, commotion,</p>	Compliant



		<p>injunction, military conscription, blockade, shipping stoppage, strikes, site shutdown, pandemic or other contagious diseases, fire, floods, etc.</p> <p>5.2 If the Global IT system that Test Company provides under this agreement is found to have any defect, Test Company shall take and action to address the defect or replace the system within the shortest time period. Except for the foregoing, Test Company shall not be held responsible for claims raised by a third party or for losses/damages arising from services provided by Test Company.</p> <p>5.3 Unless required by law or regulatory authority is consented to in writing by the other party, neither party shall in any manner disclose any secret or confidential information concerning this Agreement to a third party.</p>	
6	Term And Termination	<p>6.1 This Agreement shall take effect from the Effective Date and shall remains valid in a full-fledged manner for the next 5 years from the Effective Date or Jan 1st of the following year of Global IT System implementation completion, unless terminated as per Article 6.2 or 6.3 of this Agreement.</p> <p>6.2 If a party actually fails in performing under this agreement and this failure is not remedied within 60 days from the other party's notice, the other party may terminate this Agreement.</p> <p>6.3 Test Company may terminate this Agreement via a written notice 60 days in advance even during the course of the Agreement in case normal business activities of Test as a commercial and Industrial entity cease.</p> <p>6.4 In the event of any termination or expiration of this Agreement, Test shall return all related hardware and software to Test Company and discontinue all use of any related system.</p> <p>6.5 Termination or expiration of this Agreement shall not relieve Test Company or Test of any liability or obligation accrued under this Agreement prior to such termination or expiration, Article 5.2, 6.4, 6.5 and 8 shall survive such termination and expiration.</p>	Compliant
7	Notice	<p>7.1 The notice and request concerning this Agreement shall be sent out to the following addresses respectively via mail, telex, or fax and the notice shall be assumed to be received when such a notice via mail and fax is expected to be delivered conventionally</p> <p>7.2 A party may change address for notice or request via a written notice to the other party.</p>	Compliant
8	Governing law and Arbitration	<p>8.1 This Agreement shall be governed and construed in accordance with the laws is Korea.</p> <p>8.2 All disputes, controversies, differences or claims arising out of or related to this Agreement that cannot be settled amicably by negotiation between the parties hereto shall be referred to and settled by arbitration in Seoul, Korea in accordance with the rules of the International Chamber of Commerce. The arbitration will be in the English language. The decision of the arbitrators shall be final and binding upon the parties hereto, and a judgement of the decision rendered by the arbitrators may be entered in any court having jurisdiction over the parties.</p>	Compliant
9	Assignment	<p>This agreement or the rights under this agreement shall not be assigned by a party without the consent of the other party and shall not be transferred in any other manner. And this agreement shall not be enforced for the benefit of any third party for which the required consent is not deemed valid.</p>	Compliant
10	Amendment	<p>This Agreement shall not be amended, modified or revised orally or without a written agreement signed by the qualified employees or representatives of both the parties.</p>	Compliant
11	Entire Agreement	<p>This Agreement shall constitute the entire agreement between the parties, with respect to the topic of this Agreement and shall replace all existing negotiation, written or oral agreements, or understandings concerning the Global IT System between parties, unless agreed upon by both parties in a written form on or after the effective date of this agreement.</p>	Compliant
12	Severability	<p>If certain conditions and clauses of this Agreement are made invalid, illicit or non-executable, this shall not impact other terms and clauses of this Agreement and the remaining conditions and clauses of this Agreement shall continue to be effective in a full-fledged manner.</p>	Compliant
13	No waiver of Rights	<p>If a party fails to enforce a certain clause, this shall not be construed as the waiver of rights to enforce such a clause in the future or any other clauses.</p>	Compliant
14	Relationship of the Parties	<p>This Agreement shall not be construed as forming a partnership between two parties and shall not render one party a proxy or a legal representative of the other party.</p>	Compliant



15	Language	The original language of this Agreement is English. In case of disputes between English version of this Agreement and its translation in Korean, the English version will prevail.	Compliant
16	Headings	Headings under this Agreement are indicated for convenience only and they do not constitute a part of this Agreement.	Compliant

S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
5	Other Agreements	Agreement	Test India Company Private Limited Ltd. AND White Code Legal	Not Available	08/01/2016	Not Available	5

Clause No	Clause Name	Particulars	Compliance Status
1	Activity of Test	<p>1.1 During the period of this Agreement, Test shall conduct such activities as follows: i) Participation in major exhibitions in India; ii) Redesign of sales leaflets according to the Indian Market needs; iii) Exposure to major Machine Tools magazine in Indian market needs; iv) other activities Test Company reasonably requires for sales increase; v) Consequent to such sales to third parties in India, Test Company wished to engage the service of Test assist providing pre-sales and post-warranty sales support service to such existing machine tools customer of Test Company in India.</p> <p>1.2 Upon the request from Test Company, Test shall report to Test Company the details of the activities above with evidence thereof.</p>	Compliant
2	Fee	<p>2.1 The cost will be recharged with the mark up of 15% to be at arms length as per transfer pricing regulations in India.</p> <p>2.2 Service Tax applicable charged additionally on the invoice value.</p> <p>2.3 The fee shall be paid in USD by wire transfer to the account Test designates.</p>	Compliant
3	Cost, Expenses, Charges, etc.	Test shall assume and discharge for its own account all costs, expenses and charges incurred by Test in connection with implementation of this Agreement, such as, but not limited to, salaries, staff welfare, office, travelling, correspondence, cables, professional fees, administrative charges, IT expenses and advertising expenses and any and all taxes which may be imposed on Test and shall indemnify and hold Test Company harmless against all such cost, expenses and charges or claims of every nature and kind.	Compliant
4	Obligation of Test Company	<p>Test Company shall have the following obligations under the Agreement and no other:</p> <p>A) To furnish Test from time to time with such promotional data and other information as Test Company, in its sole discretion, deems necessary to Test's performance of this Agreement; and</p> <p>B) To pay Test the fee in the amount and manner provided in Article 3 hereof.</p>	Compliant
5	Term	The agreement shall become effective upon execution and remain in force until withdrawn by both the parties.	Compliant
6	Termination	<p>6.1 The Agreement may be terminated upon the occurrence of any of the following events;</p> <p>A) By the non-defaulting party, upon default by the other party in the performance of any of its obligations under this Agreement if not remedied within 30 days after receipt of written notice from the non-defaulting party; B) By the other party, upon either party's;</p> <p>(i) making an assignment for the benefit of creditors, being adjudged bankrupt, or becoming insolvent;</p> <p>(ii) having a reasonable petition filed seeking its dissolution or liquidation, not stayed or dismissed within 60 days; or</p> <p>(iii) ceasing to do business for any reason.</p> <p>6.2 Neither party shall be liable to the other party for losses and damage of any kind whatsoever arising, directly or indirectly, from termination by either party of this Agreement in accordance with this agreement or expiration of this Agreement.</p> <p>6.3 In accordance with 6.1 above, if this Agreement is terminated by Test Company upon default by Test, the total amount paid to Test except for the cost actually incurred to Test</p>	Compliant



		up to the date of termination shall be refunded to Test Company.	
7	Disclaimer of Agency	Except as otherwise provided herein, the Agreement does not constitute either party as the legal representative or agent of the other party for any purpose whatsoever. Neither party shall have any right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of the other party except in accordance with the Agreement or as may otherwise be agreed in writing by the parties.	Compliant
8	Notice	8.1 Unless otherwise agreed in writing by the parties, all notices, demands and other communications required or permitted to be given in this Agreement, shall be in writing in English and shall be sufficiently given if delivered in person or sent by airmail, by fax addresses as follows: Test - Address; 123/12, ABC Nagar, Bangalore - 123456, India Phone - +91-XXXXXXXXXX Fax: +91-XXXXXXXXXX 8.2 Notices sent by letter shall be effective seven business days after sending, and notices by wire, cable, telex or telephone shall be effective on business day after sending, unless otherwise agreed in writing by the parties.	Compliant
9	Waiver	The failure by either party to enforce any of the terms or conditions of the Agreement shall not constitute a waiver of that party's right thereafter to enforce that or any other term or condition of the Agreement. No waiver of any provision of the Agreement shall be effective unless in writing.	Compliant
10	Rights of Third Parties to the Agreement	The Agreement and every term and condition thereof shall inure to the benefit of the parties, and shall be binding upon any successors to the parties, but neither party may assign this Agreement or any right thereunder directly or indirectly, or voluntarily or by operation of law, without the prior written consent of the other party; except that DI may assign the Agreement or any right thereunder to its affiliated or subsidiary companies without the consent of Agent.	Compliant
11	Governing Law	This Agreement shall be governed by the laws of Republic of Korea	Compliant
12	Arbitration	Any dispute which may arise between the parties in connection with this Agreement which cannot be settled by mutual agreement shall be finally settled by arbitration in Seoul, Korea pursuant to the rules of arbitration of the Korean Commercial Arbitration Board. The arbitration decision shall be final and binding in both parties concerned.	Compliant
13	Severability	In the event of any terms or provisions of the Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or provisions hereof; in such event, this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been invalid, illegal or unenforceable, had never been contained herein.	Compliant
14	Entire Agreement	This Agreement constitutes the entire and final expression of the agreement between the parties relating to the subject matter therein, and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matters hereof.	Compliant
15	Charges	Any changes by the parties to the Agreement, including amendments, modifications, waivers, etc. shall be in writing.	Compliant
16	Headings	Headings of Articles and subsections of the Agreement are for convenience only and shall not be used in construing the Agreement.	Compliant
17	Counterparts, Controlling Language	This Agreement may be executed in counterparts each of which, when so executed, shall be deemed to be an original and all of such counterparts together shall constitute one and the same instrument. This Agreement may also be translated into other language; however, in the event of conflict, the English language version shall be controlling.	Compliant

S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
6	Non-Disclosure Agreements	Article 12 Bond	Ms. S and Test Company Private limited.	XXXXXXXXXX	Not Available	Not Available	4
Clause No	Clause Name	Particulars					Compliance Status



1	Addendum (Rectification to the Lease Deed)	<p>1. Whereas the lessor and the lessee hereby agree to amend the following clauses of the above referred Registered Deed of Lease as -</p> <p>(I) that the sub-clause 1.5 under the clause 1 titled as RENT currently reads as the Scheduled Premises or leased premises shall be ready for lessee by 15-06-2018 or on later than 01st July 2018 is hereby mutually agreed and changed/amended will henceforth be read as the Scheduled Premises or Leased premises shall be ready for Lessee by 1st August 2018.</p> <p>(II) that the title Annual Rent Increase of sub clause 1.6 of the clause 1 titled as rent will henceforth be read as effective from 01.08.2018 to 31.07.2020 the rent shall pay Rs.5,50,000/- per month. Effective from 01.08.2020 the rent will be increased by 10%. Hence the revised rent from 01.08.2020 to 31.07.2020 will be Rs.6,55,500/- per month. Effective from 01.08.2020 the rent will be increased by 10%. Hence the revised rent from 01.08.2020 to 31.07.2024 will be Rs.6,65,500/- per month.</p> <p>(III) That the clause 2 titled as DURATION will henceforth be read as the duration of the lease in respect of the scheduled premises shall be for a period of 6 years only commencing from 01.08.2018 till 31.07.2024, inclusive of both days. (TERM) The duration of lease for the additional premises shall be co-terminus with the term of the leased premises.</p> <p>(IV) that the subclause 13.1 of the clause 13 titled as SALE MORTGAGE will henceforth be read as in the event of the LESSOR disposing of the scheduled premises other than to the lessee then in that event, the sale shall be subject to the leasehold rights of the lessee under this deed of lease and lessor shall ensure that the leasehold rights of the lessee stay protected at all cost till the midnights 31-07-2024 even by such purchase (new landlord) of the leasehold rights of the lessee herein and the lessee shall attain the tenancy in favour of the new landlord shall then be responsible for and be liable to refund to the lessee the said security deposit amount paid by the lessee to the lessor. The lessor shall furnish a letter from the new landlord accepting the terms of this deed of lease.</p> <p>(V) That the clause 22 of the above referred registered deed of lease titled as EXECUTION OF DEED OF LEASE will henceforth be read as it is agreed between the parties hereto that the lessee shall register the deed of lease on or before 01.08.2018 and on the lessee being ready, the lessor shall come forward to register the deed of lease under the provisions of the Indian Registration Act 1908. Except for the above mentioned clauses remaining clauses of the above referred registered deed of lease be the same.</p>	Compliant
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S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
7	Non-Disclosure Agreements	Article 12 Bond	Ms. S and Test Company Private limited.	XXXXXXXXXXXX	Not Available	Not Available	4
Clause No	Clause Name	Particulars					Compliance Status
1	Rights of the lessor	<p>The lessor is the absolute owner of having rights with regard to all that piece and parcel of the immovable warehouse land property bearing Sy 82 (old Sy 82/1) having BBMP Katha No.XX situated atJKL Village, Bangalore having dimensions</p> <p>East to West - (246 feet + 261 feet)/2X</p> <p>North to south - (112'3" feet +130'3" feet)/2</p> <p>Total land area measuring 30,730 square feet with warehouse structure built upon it having dimensions (176'6" feet +177'feet)2 X (87'6"feet+97'feet)/2 measuring 16,305 square feet and bounded on -</p> <p>East by - JNC Centre , whereas the lessor agrees and covenants to the lessee that if the</p>					Compliant



	<p>lessor fails to provide permanent electricity from BESCO within 2 months the deed of lease shall be deemed to be canceled and no separate notice is required for the cancellation of the said deed of lease. Subsequently the lessor agrees that the lessee shall vacate the scheduled premises within 2 months from the date of refund of amounts advance i.e. in between 1st of October 2018 to November 30th, 2018.</p> <p>The lessor in case of default of providing permanent electricity and agreeing to cancel the deed of lease therein shall refund all the advance amounts received by the lessee within the said 2 months of period i.e. before 30th September.</p> <p>If the lessor establishes permanent electricity the deed of lease and the addendum shall come into force as agreed and this memorandum of understanding shall not have effect, except for the above-mentioned clauses remaining clauses of the above referred registered deed of lease shall be the same.</p> <p>IN WITNESS WHEREOF both lessor and the lessee hereto have executed this memorandum of understanding in the presence of the witnesses attesting hereunder on the day and year first hereinabove written.</p>
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S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
8	Lease Agreements	Lease Deed	Ms. S and Test India Company Private Limited Ltd.	Not Available	Not Available	Not Available	50
Clause No	Clause Name	Particulars					Compliance Status
1	Rent	<p>1.1 The lessee shall pay Rs.5,50,00/- (rupees five lakhs fifty Thousand only) per month as Rent (Rent) to the lessor for the use of the leased premises for the entire duration of this deed of lease, subject to escalations as mentioned in clause 1.6 of this deed of lease. The rent shall be payable in severally to the lessor.</p> <p>1.2 The lessee shall pay the rent regularly to the lessor on before the 5th day of each and every month for which it is due individually to severally of the lessor. the lessee shall deduct appropriate withholding tax on the rent payable to the lessor as may be applicable as per the income tax act 1961 or if any tax charges in the law.</p> <p>1.3 in the event of the delay in payment of the rent, the lessee shall become liable to pay interest on the delayed rent of 1% per month or part thereof for the period of delayed payment.</p> <p>1.4 in addition to the rent, the lessee shall pay the lessor the GST payable by the lessor on the rent. The lessor will provide necessary tax showing GST.</p> <p>1.5 the scheduled premises or leased premises shall be ready for lessee by 1506-2018 or no later than 01st July 2018.</p> <p>1.6 Annual Rent Increase - Effective from 01.07.2018 to 30.06.2020 the rent shall pay Rs. 5,50,000/- per month.</p> <p>Effective from 01.07.202 the rent will b increased by 10% hence the revised rent from 01.07.2020 to 30.06.2022 will be Rs.6,50,000/- per month.</p> <p>Effective from 01.07.2022 the rent will be increased by 10% hence the revised rent from 01.07.2022 to 30.06.2024 will be 6,65,500/- per month.</p>					Compliant
2	Duration	The duration of the lease in respect of the scheduled premises shall be for a period of 6 years only commencing from 01-07-2018 till 20-06-2024 inclusive of both days (term). The duration of lease for the additional premises shall be co-terminus with the term of leased					Compliant



		premises.	
3	Security Deposit	<p>3.1 The parties agree that as the security for the due performance of the lessee's obligation as more particularly detailed in this deed of lease, the lessee shall deposit and keep deposited with the lessors an interest free refundable security deposit of Rs.1,10,00,000.00 (rupees one hundred ten only) which shall remain deposited with the lessor during the term or early termination (hereinafter referred to as said security deposit Rs.66,00,000/- shall be paid to the lessor within 5 working days from the signature date of this deed of lease, The reaming 40% of the said security deposit Rs. 44,00,000/- shall be paid to the lessor within 5 working days from the date lessee occupy the schedule premises.</p> <p>3.2 The lessor shall severally be liable on termination or as the case may be given notice of 6 months of notice on earlier termination of the lease to refund the said security deposit against the delivery of the scheduled premises. The Lessor shall refund in advance 60% of the said security deposit 30 days before the date lessee vacate the scheduled premises remaining 40% refund within 5 days or on before the lessee vacate the scheduled premises subject to deduction of any arrears of rent, electricity charges and maintenance charges. The amounts to be refunded should be noticed by pay order or demand draft.</p> <p>3.3 The lessor agrees that in the event of the said security deposit is not refunded in terms of clause 3.2 above the lessee coming forward to hand over the vacant possession of the scheduled premise, the lessor severally shall become liable to pay interest on the said security deposit or part thereof, remaining unpaid at the rate 18% per annum from the date of amounts becoming repayable till receipt of the entire amount by the lessee. The lessee will also be entitled to withhold the possession of the scheduled premises without payment of any rent or any other charges till such time the said security deposit is refunded with interest thereon.</p> <p>3.4 The lessor also agree that the obligation of the lessee to deliver the scheduled premises upon lease termination to the lessors having paid back all the said security deposit/refundable amount including interest that would have become payable pursuant to clause 3.3.</p>	Compliant
4	Possession	The lessor shall deliver the vacant possession of the schedule premises to the lessee on the commencement of this deed of lease.	Compliant
5	Payment of Taxes	The lessor shall bear and pay the property taxes, rates and cesses to the concerned authorities in regard to the scheduled premises or its past, present and future including any increase from time to time.	Compliant
6	Water/Electricity, Maintenance Etc.	<p>6.1 The lessee shall bear and pay the electricity charges to the maintenance company/local authority with regard to the consumption of power in the scheduled premises as per the separate meter provided therein from the date of commencement of lease till the date of handing over vast possession of the leased premises to the lessors. the reading of the electricity meter shall be taken on the commencement date of this deed of lease.</p> <p>6.2 The lessors shall be responsible for providing an uninterrupted supply of water to the scheduled premises and the lessors shall bear and pay the charges to the maintenance company/local authority with regard to consumption of water.</p> <p>6.3 The lessors have informed the lessee that the scheduled premises are fitted with power. the lessee being desirous or surrendering the unused power, the lessor have agreed for the same with immediate effect. However, in the event of the lessee be desirous additional power, the lessor agree that the lessee will be entitled to make any such application and for the said purpose the lessor will sign all the required documents without any delay or demur.</p>	Compliant
7	Use of premises	<p>7.1 The lessee shall be permitted to use the scheduled premises for commercial purpose not limited to company showroom, service centre store, engineering services and marketing activities.</p> <p>7.2 The lessee shall not in any carry out any unlawful, illegal or dangerous activity in the scheduled premises.</p>	Compliant



		<p>7.3 The lessee shall not store any inflammable items without fully implementing safety regulations required for the said purpose.</p> <p>7.4 The lessee will be entitled to the use of the scheduled premises and any common areas such as front area, parking area, without any interruption or disturbance during the day or night, seven days a week, 24 hours a day.</p> <p>7.5 The lessors shall indemnify and keep indemnified the lessee against all actions, suits and proceedings and all costs, charges, expenses, loss or damages incurred or suffered by or caused to the lessee by reason of any breach, non-observance, non-performance or non-payment by the lessors of its obligations towards the scheduled premises as aforesaid.</p> <p>7.6 the lessors shall not object or restrict the lessee from obtaining the necessary licenses, approvals, services not limited so statutory authorities government agencies, authorities, government agencies, authorises like KPTCL, BSNL, DOT, BWSSB, Commercial sales tax, GST, Business identifier number (BIN), department of industry and commerce, Bangalore city corporation, private service providers, shops and establishment act, software technology parts of India and all other authorities as may be applicable for conduct of its business.</p>	
8	Bar on Structural addition/alterations	The lessee shall not affect any structural additions or alternations of permanent nature to the scheduled premises without the previous written consent of the lessors which consent shall not be unreasonably withheld.	Compliant
9	Permission for interiors	<p>9.1 The lessee will be entitled to carry out various interior works, whether by selling or by hiring in the scheduled premises at its cost. The lessee will be entitled to put temporary partitions, computers, machines, apparatus for provisions of uninterrupted power supply and such utilizers as required and such works for better utilization of such scheduled premises. the lessee may also install air-conditioning units in the scheduled premises and for the said purpose is permitted to make any ducting through the walls as may be necessary.</p> <p>9.2 The lessee will be entitled to remove all alterations or fixtures made by the lessee in the scheduled premises and put back the scheduled premise in the same conditions when handing over to the lessor subject to normal wear and tear.</p> <p>9.3 The lessee shall arrange its own generator st for its own use, for backup power and for the said purpose the lessor have made available necessary provisions to the lessee.</p>	Compliant
10	Repairs and Maintenance	The lessee shall be responsible for the minor repairs and daily maintenance and upkeep of the scheduled premises up to Rs. 10,000 per annum and the lessors shall be responsible for taking care of any major repairs to the scheduled premises which may be in the nature o structural repairs, leakage, major, electrical replacements.	Compliant
11	Bar on Sub-letting	The lessee shall not be entitled to assign this deed of lease or any part thereof, sublet, sub-lease, under-let, license, create tenancy, sub-tenancy or par with the possession directly or indirectly to any third party in respect of the whole or part of the scheduled premises. However, the lessee will be entitled to without prior permission, to sub-let/assign the scheduled premises or any part thereof to any its subsidiary, allied o group company, afBDEiates or parent company, service providers for carrying out business of lessee.	Compliant
12	Inspection	The lessor or their authorised agents shall have the right to enter upon and inspect the leased premises at all reasonable hours on any working day after giving 24 hours written notice to the lessee and in the presence of lessee or lessee's designated person.	Compliant
13	Sale/ Mortgage	13.1 In the event of the lessor disposing of the scheduled premises other than the lessee then in that event, the sale shall be subject to the leasehold rights of the lessee under this deed of lease and the lessor shall ensure that the leasehold rights of the lessee stay protected at all cost till the midnights 3006-2024 even by such purchase of the leasehold rights of the lessee herein and the lessee shall attorn the tenancy in favour of the new landlord shall then be responsible for and be liable to refund to the lessee the said security deposit amount paid by the lessee to the lessor. The lessor shall furnish a letter from the new landlord accepting the terms of this deed of lease.	Compliant



		13.2 The lessors may apply for loans at rental discounting facility against the rent receivable and/or discounting facility against the rent receivable an/or mortgage the scheduled premises or any part thereof. In any of the event stated in this clause, the lessee's right shall not be disturbed in any manner. the lessee when directed by the lessors shall pay the rent to the assignee of the rent under the rental discounting facility or the mortgagee to whom the scheduled premises are mortgaged.	
14	Insurance	The lessee may if it wants insure all its equipments, furniture, fixtures, belonging to the lessee in scheduled premises at its cost. However, the lessor shall insure the lease premises and insurance premium from time to time without any default.	Compliant
15	Affixing of Boards	15.1 The lessee will be entitled to affix their board on the façade of the scheduled premises. In the event that the board put by the lessee required payment of any statutory amounts, the same be paid by the lessee. 15.2 The lessee shall not be permitted to put anyboard/hoarding/graffiti/advertisement material other than the places designed by the lessee apart from the signage.	Compliant
16	Extra facilities	The lessor shall provide the below other facilities, i. Uninterrupted water, ii. DG set for premises and maintenance including fuel by lessor, iii. UPS and maintenance by lessor, iv. Fall sealing for office area and show room area premises include lighting, v. Security room including western toilet commode and urine commode, vi. Compound wall for entire space with main & gate and front grillfront. vii. Front garden area, viii. Parking area shed, ix. Cafeteria, x. Two western gents toilet commode & three urine commode inside built-up area, xi. One ladies toilet commode inside built-up area.	Compliant
17	Termination of the Lease	17.1 In the event of lessor committing any breach of any the terms of this deed of lease, then in that event the lessee shall give notice of such default by the lessor and the lessor must within 30 days of the receipt of such notice, rectify such default failing which the lessee is entitled to terminate this deed of lease. 17.2 In the event of two consecutive rents are in arrears the lessor will notify to the lessee of the breach and the lessee shall within the period of 30 days of being so noticed rectify the same by paying the arrears of rent. In the event the lessee fail to pay the rents within the said period the lessor will be entitled to terminate this deed of lease. 17.3 Any restrictive action taken by any governmental authorities in respect of the scheduled premises or the building constructed on the scheduled premises or the building constructed on the scheduled premises. 17.4 By the lessee if any or all representations of the lessors are found to be untrue. 17.5 Under any circumstances either party can terminate the lease deed by serving clear 6 months notice in writing to the other party about their desirous of terminating the lease deed for whatsoever reasons. 17.6 Notwithstanding what is contained in clause 4 herein if during the term the scheduled premises are destroyed or damaged by the fire, tempest,flood,earthquake or other force of nature or act of god or cause beyond the control of the lessor and the lessee resulting in loss or destruction to the scheduled premises the obligations of the lessee to pay rent to the lessor under this deed of lease shall be suspended, however if such force majeure causes cease to exit then the obligation of the lessee shall come into operation immediately. If such an event as contemplated in this clause persists for more than days this deed of lease shall after due discussion and on mutual understanding between the parties shall terminate this deed of lease within 30 days and in which case all consequences of termination will follow as provided elsewhere in this deed of lease. 17.7 The lessor shall severely be liable on termination or as the case may be by giving 6 months of prior notice and refund the said security deposit subject to deduction of any arrears of rent,electricity charges, maintenance charges in the refund of the said security	Compliant



		<p>deposit in advance 30 days before lessee vacate the scheduled premises and remaining 40% 5 days or on or before lessee vacate the scheduled premises.</p> <p>17.8 The lessee shall have the right to terminate this deed of lease any time after 3 years from the lease commencement date, by giving not less than 60 days written notice in advance to the lessors of its intention to terminate.</p> <p>17.9 If lessor does not return the said security deposit within 30 days of the lessee vacating the scheduled premises the lessor shall be liable to pay an interest of 18% per annum till the date of the balance being realised.</p> <p>17.10 Three years lock-in period if lessee vacates the scheduled premises during the first 3 years for any reason other than special cases such as in the condition of government interference. lessor will not refund the said security deposit to the lessee and deduct entire amount.</p>	
18	Return of the Scheduled Premises	The lessee shall on termination of lease or earlier termination of lease in terms hereof, return the scheduled premises in the same condition as it was let out subject to normal wear and tear.	Compliant
19	Tax Deduction	The lessee shall deduct tax source as may be applicable under law and all other statutory deductions as may be required to be made on the payment to be made to the lessor and lessee shall provide tax deduction at source certificates to all the lessors once in a year during April for the previous financial year.	Compliant
20	Dispute Resolution	Any dispute or difference arising out of or in connection with this contract including any question regarding its construction, meaning, scope, operation, existence, validity, or termination shall be referred to and finally resolved by the arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory amendment thereof. the arbitration shall be in english language and the seat of the arbitration shall be in Bangalore. the arbitration panel consist of 1 or 3 arbitrators to be appointed or nominated through vakeel international arbitration and mediation center which is hereby authorised by both the parties and such appointment/nomination of arbitrator or his award shall be challenged on any ground whatsoever.	Compliant
21	Language and jurisdiction	The proceedings shall be held at Bangalore and conducted in the English language. The courts in Bangalore shall alone have exclusive jurisdiction with regard to this deed of lease.	Compliant
22	Execution of deed of lease	It is agreed between the parties hereto that the lessee shall register the deed of lease on or before 01-07-2018 and on the lessee being ready the lessor shall come forward to register the deed of lease under the provisions of the Indian Registration Act 1908.	Compliant
23	Stamp Duty, Registration charges and expenses and legal costs	Each party shall bear own expenses incurred in preparing this deed of lease. However, the cost of stamp duty and registration charges of this deed of lease and all the renewed leases if any shall be borne by the lessee.	Compliant
24	Counterpart	This deed of lease is executed in duplicate each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The original shall be retained by the lessee and the duplicate shall be retained by the lessor.	Compliant
25	Notice	<p>25.1 For any notice request, demand or other communication to be given by and between among the parties hereto under this deed of lease shall be in English in writing and shall be sent to the party to whom directed by hand delivery or first transmitted by facsimile transmission and then confirmed by registered post with acknowledge due or by nationally recognised courier service or sent by prepaid registered post with acknowledgement due or by nationally recognised courier service. The parties addresses and facsimile numbers for the purposes of services of such notice request demand or communication are as follows</p> <p>In the case of lessors</p>	Compliant



		<p>Attention - Ms. S</p> <p>Address - residing at No.123 F Block STU Nagar, Bangalore 987456.</p> <p>In the case of the lessee</p> <p>Attention - Mr. Y</p> <p>Address - Test Company Private Limited, 123/12, ABC Nagar, Bangalore - 123456</p> <p>With a copy to the Director, Test Company Private Limited. property no. 82 (old property No. 82/1) having BBMP Katha No.XX situated at JKL Village, Banaglore</p> <p>25.2 All notices shall be deemed to have validity given on the business date immediately after the date of transmission or in case does not apply the business date of receipt or in case does not apply the expiry of 7 days after posting if sent by registered post.</p> <p>25.3 Either party may from time to time change its address or facsimile numbers or representative of receipt of notices provided for in this deed of lease by giving to the other party not less than 10 days written notice.</p>	
26	Miscellaneous	<p>26.1 Any waiver granted or shown by either party shall not in any way prejudice the right of that party under this deed of lease and shall not in any way add, alter, amend or vary this deed of lease. No default or delay on the part of either party in exercising any rights power or privileges operates as waiver of any right, nor does a single or partial exercise of any right preclude any exercise of other rights, power or privileges under applicable law.</p> <p>26.2 The parties hereby acknowledge, declare and confirm that this deed of lease represents the entire agreement between them regarding the subject matter hereof and no alternations, additions, or modifications to shall be valid and binding unless the same are reduced to writing and signed by the parties hereto.</p> <p>26.3 Each party shall perform all action including signing and executing all papers, deeds, documents and writings as may be reasonably required to carry out actions in accordance with the terms and conditions recorded in this deed of lease.</p> <p>26.4 If any term provision, covenant or condition of this deed of lease is held invalid or unenforceable for any reason the remainder of the provision will continue in full force and effect as if the deed of lease has executed with the invalid portion eliminated.</p>	Compliant
27	Amendments	This Agreement may be amended or modified only by a written agreement signed by both lessor and lessee.	Compliant

S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
9	Contract/ Labour Agreement	Follow-on-Contract Agreement	BDE Company Private limited and SES Limited	CI30IS000045	11/09/2018	11/08/2019	3
Clause No	Clause Name	Particulars				Compliance Status	
1	Terms and Conditions	Services would mean on sit as well as telephonic support for the product maintenance, including diagnosis and rectification of faults/defects/problems on products.				Compliant	
2	Terms and Conditions	BDE shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehension maintenance of the products as mentioned in this agreement for the period mentioned in the Annexure, during the term of this agreement BDE agrees to provide service to maintain the product in good condition. for this purpose repair and maintenance service described herein.				Compliant	
3	BDEs responsibility	3.1 Product definition - FIP CNC system packages, FIP Controller, applies to CNC controllers FS0C & above with digital drives upto 30NM servo Motors or 40KW spindle Motors with the exception of consumables supplied by either BDE or its principal, FIP corporation japan that went into the making of CNC Machine. Broadly this covers the				Compliant	



		<p>Printed Circuit Boards (PCBs) of the CNC Controller, servo motors and their amplifiers, spindle motors and their amplifiers. The Contract is applicable for maximum up to 5 Axes any additional axis will be considered with an additional cost of INC 3500 per Axis. The decision of BDE shall be final in revolving this definition.</p> <p>3.2 The FOC includes telephonic support of the product as mentioned in this agreement and/or repair/replacement of any items necessary for keeping the said product active and free from any defects and also on any unscheduled call for corrective maintenance services, taking measures and steps to set right its malfunctioning.</p> <p>3.3 FOC is comprehensive which covers the spare parts and labour. BDE shall provide on-site service or telephonic support for the product. The replacement/repair of all the parts except those parts that are not covered under the agreement as specifically mentioned in the annexure due to the customer mishandling parts deemed damaged due to adverse electrical conditions installation conditions on site. in case the customer requests the BDE to provide for such excluded reasons or replace such excluded parts under this agreement the customer agrees to pay BDE for such additional service or supply at rate quoted by BDE.</p> <p>3.4 Decision of BDE shall be final in revolving any failure cause analysis for clause 3.3</p> <p>3.5 The repair of the defective parts with the working part or parts of equivalent specification will be done by BDE without any extra charges.</p> <p>3.6 BDE would provide service for break down calls for the items brought under the FOC agreement during the normal office working hours on working days. Customer shall report all problems to BDE on timely manner and BDE will provide maintenance Request number for problems reported for each distinctive issue.</p>	
4	Customer's Responsibilities	<p>4.1 Customer shall allocate sufficient time for the provision of services by the BDE.</p> <p>4.2 Customer shall provide at its sole expense machine operates and other labor and equipment necessary for BDE to perform, as per the FOC</p> <p>4.3 Customer shall give BDE's maintenance personnel to the product mentioned herein whenever necessary for the purpose of performing the repair and maintenance services indicated in this agreement.</p> <p>4.4 The packing/unpacking, transportation, loading/unloading, connection/disconnection and maintenance of the equipment shall be the responsibility of customer.</p> <p>4.5 The customer has to ensure to maintain the product under operating environment conditions as prescribed by in the FIP manuals which would be more a standard practice to maintain such or equivalent product covered under the FOC contract.</p> <p>4.6 The customer agrees to pay 100% FOC charge including all taxes in advance TDS to BDE. Unless BDE receives 100% payment including all the taxes from the customers the agreement would not come in force to be precise, BDE is not liable to provide service including telephonic support under this agreement.</p> <p>4.7 After the receipt of the product or part of the product as replacement under FOC the customer shall hand over the defective product or part of the product that has been replaced by BDE. in the event the customer fails to return the defective product of its parts within 7 days of replacement they undertake to pay BDE the current selling price and shipping charges for the product or its parts replaced.</p> <p>4.8 During the FOC period if the customer uses their stock part for attending to the breakdown purpose. either on their own or based on the telephonic advice from BDE. The customer should send a written communication to BDE within 24 hours from the date of usage with complete details of the machine, problem, part used, date, etc. and the BDE has to acknowledge such usage in writing to customer in next 24 hours. Else such usage</p>	Compliant



		will not be recognised as responsibility or liability of the BDE under the agreement.	
5	Termination of the agreement	<p>5.1 Notwithstanding anything that is contained in this agreement FOC will be considered as annulled if there is any payment overdue by 15 days from the customer to the BDE on account of this agreement or any other commercial transaction. Such overdue payment may of the nature that it has either to be settled in cash or by concessional forms or TDS certificates or any such manner.</p> <p>5.2 At any point of time during the inspection or during the FOC period if BDE finds that the product under the agreement is repaired or attempted to repaired by anyone other than BDE or even usage of consumable parts in the product that are not recommended or supplied by BDE the agreement will be ceased immediately without any penalties on BDE. in such case the BDE will not be liable to refund FOC amount to customer due to the termination of contract by reason or safe working of the product.</p>	Compliant
6	Validity, commencement and renewal of the agreement	<p>6.1 The contract will be initially valid for the period that is specified in Annexure but may be renewed further mutually by the parties at a term and conditions and price that may be decided thereon.</p> <p>6.2 Renewal of the existing agreement will be at sole discretion of BDE if the products is currently under the warranty or FO commencement or renewal of FOC must be done before the expiry of the current contract. however, BDE may opt to renew the FOC after the expiry of the current contract but it would be as good as commencing new contract, which would include mandatory inspection for which visit charges to be paid by the customer at the time of inspection as per the prevailing service charges.</p> <p>6.3 Products that are not in a working condition at the time of signing of contract will not be included in the FOC. In such cases the products shall be included only after making it in a working condition to the satisfaction of BDE and inspection by BDE. Cost for repairing the defective product to be borne by the customer. Similarly if inspection is warranted the inspection charge with all taxes too will be borne by the customer.</p>	Compliant
7	Force Majeure	<p>Force majeure shall mean and be limited to the following</p> <ol style="list-style-type: none"> war and hostilities; Riot or civil commotion; earthquake, flood, tempest, lightning or other natural physical disasters; restrictions imposed by the government or other statutory bodies which prevents or delays the execution of the order by BDE; any other reason that are beyond the control of BDE. <p>BDE would not be liable to perform services during the circumstances relating to Force Majeure or any reason that are attributable by the customer.</p>	Compliant
8	Disclaimer and limitation of liability	<p>These being purely a services contract there is no warranties express or implied offered by BDE> in particular, this disclaimer includes but is not limited to implied warranties of merchantability and fitness for a particular purpose. BDE will in no event be liable for the lost profits, lost savings or other indirect or consequences damages even if the BDE has been advised of the possibility of such damages or for any claim against the customer by any other party or for any punitive or penal damages.</p>	Compliant
9	Confidentiality	<p>All information exchanged is non-confidential. If either of the party requires the exchange of confidential information it will be made available only with permission in writing from the other party.</p>	Compliant
10	Severability	<p>If any part of this agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or enforceable then such part will be severed from the remainder of this agreement which will continue to be valid and enforceable to the fullest extent permitted by law.</p>	Compliant



11	General Provisions	<p>i. BDE's decision or conclusion shall be the final in resolving any issue under this agreement.</p> <p>ii. BDE cannot guarantee or commit any timeline for completing the service under this agreement. Any time that BDE may indicate would be just an indicative/estimate.</p> <p>iii. This agreement is not assignable without the prior written consent of BDE. Any attempt to assign any of the rights, duties or obligations of this agreement without such consent is void.</p> <p>iv. This agreement and its items can be modified only by mutual agreement without such consent is void. The amendment can be done only in writing, duly signed by authorised persons of both BDE and the Customer.</p> <p>v. The Customer represents that the customer is the owner of the products covered under this agreement.</p>	Compliant
12	Dispute Resolution	<p>If there is any dispute arising amongst the parties hereto during the subsistence of this agreement, the parties shall try to settle the matter amicably. In the event the parties unable to reach a settlement, the dispute shall be referred to a sole Arbitrator appointed with the mutual consent of the parties. The place of the arbitration shall be in Bangalore. The arbitration proceedings shall be governed by the ARbitration and Conciliation Act, 1996 and shall be conducted in the English Language. Cost of the arbitration proceedings shall be borne by the parties equally.</p>	Compliant
13	Jurisdiction	<p>The agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Bangalore courts in all matters regarding the agreement. Both the parties acknowledge that they have read this agreement and its annexure, understand them and agree to be bound by the terms and conditions thereof. Further both the parties agree that the agreement is complete and exclusive agreement between the parties superseding all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this agreement including its annexure.</p> <p>In witness whereof the parties have cause this agreement to be executed by the hands of duly authorised representatives on the day, month and year as mentioned at start of this agreement.</p>	Compliant

S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
10	Other Agreements	Application for Membership (Vakeel International Arbitration and Mediation Centre)	Test Company Private Limited and Vakeel International Arbitration and Mediation Centre	Not Available	17/04/2018	Not Available	4
Clause No	Clause Name	Particulars				Compliance Status	
1	Name of the Enterprise	Test Company Private Limited				Compliant	
2	Nature of the Enterprise	Private Company				Compliant	
3	Kind of Organisation	Trading & Servicing				Compliant	
4	Name of Chief Executive Director	Mr.Y , Telephone -XXXXXXXXXX, Email - abc@ijk.com / klmn@pqr.com				Compliant	
5	Address	Test Company Private Limited, 123/12, ABC Nagar, Bangalore - 123456, Telephone XXXXXXXX, XXXXXXXXXX, Email - klmn.pqr.com				Compliant	



6	Areas of Engagement	Arbitration &ADR, Commercial Business and Industry, Employment, labour and services, entertainment, TV and movies, Corporate & Regulatory, Contract & Drafting, Consumer, Product & Service Liability.	Compliant
7	Main Line of Business	Trading of machine and spare parts and service	Compliant
8	Latest Annual Turnover	INR-17,12,30,976	Compliant
9	Any other information that applicant wishes to give No. of Empl oyees Year of Est ablishment	None 14 (fourteen) 05/06/2016 We agree to abide by the rules and regulations of VIA Mediation Centre. We enclose a cheque no. 000163 for Rs.10,000/- being the enterprise annual membership fee.	Compliant

S. No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
11	Other Agreements	SPJ Service Agreement	SPJ Limited and Test Company Private Limited	OO152	26/11/2018	25/11/2019	5
Clause No	Clause Name	Particulars					Compliance Status
1	None	This agreement shall commence on the date as specified in Schedule A and shall expire pursuant to the Term as specified in the Schedule A unless terminated earlier in accordance with the terms of this agreement.					Compliant
2	None	In consideration of the services rendered by SPJ, Customer (Test Company Private Limited) will pay SPJ as per rates and charges as agreed and mentioned under Schedule A in accordance with the payment term as set out in Schedule A along with GST as applicable.					Compliant
3	None	It is hereby expressly agreed and acknowledged by customer that the rates provided by SPJ for the services are in consideration of committed volume of business by customer. In case wherein customer fails to provide the volume committed the rates will be revised upwards at sole discretion of SPJ.					Compliant
4	None	SPJ shall invoice Customer for sums payable under this agreement in accordance with Schedule A on weekly basis and customer shall make payment against such invoice within 30 days from the date of receipt of invoice by way of RTGS, NEFT transfer. In case of any delay in payment same shall be chargeable @ 18% interest per annum basis and furtherance to which SPJ also reserves the right to suspend the services being rendered to customer.					Compliant
5	None	In case of difference between the weight of the goods/cargo than as declared by the customer, weight of the freight as arrived by SPJ will be final. The difference will be intimated to the Customer and Freight will be charged accordingly.					Compliant
6	None	Any dispute relating to the invoice received shall be notified to SPJ within 3 days from the date of receipt of invoice. For the sake of clarity it is expressly stated that failure to notify any dispute within 3 days will constitute the waiver of such rights and such invoice shall be payable as per the terms of this agreement.					Compliant
7	None	SPJ shall keep full and accurate records and documentation to substantiate the amounts claimed in any invoice which records shall be made available to customer on prior written request of 3 days during the term of this agreement.					Compliant
8	None	It is further expressly agreed between the parties that the customer in no circumstances					Compliant



		shall hold the payment to made to SPJ including but not limited undisputed invoice.	
9	None	Both the parties herein shall discharge all of their respective obligations in good faith and in accordance with the industry standards, SPJ shall ensure safety and security of the cargo loads tendered by customer during the period of its custody.	Compliant
10	None	The parties agree to keep information regarding respective business, customer, terms of this agreement and any other proprietary information of the other party that may come into its possession as confidential and shall not use such information other than for the performances of the services. The parties shall cause its employees, agents or subcontractors to whom such information is transmitted to be bound by the same obligation of confidentiality to which such party is bound.	Compliant
11	None	The parties hereby reserve the right to terminate this agreement at any time, by giving prior written notice of 30 days to the other party. Such termination will in no way affect either party's right to receive any amounts due from the other party or such other obligations as existing on account of transactions entered into or actions taken until the date of such termination.	Compliant.
12	None	Upon termination of this agreement both the parties shall return to the other party all of such other party's proprietary confidential information, product material, papers, stationery, promotion material or any other material supplied to it by such other party.	Compliant
13	None	All notices, approvals, requests, consents and other communications given pursuant to this agreement shall be in writing and shall be served at following address - if to SPJ Limited, Head of legal department 320, Udyog Vihar Phase IV, Gurgaon, Haryana-122016.	Compliant
14	None	Either party shall be executed for failure or delays in performing any contractual obligation if such failure or delay is caused due to occurrence of any force majeure event. The party so affected shall give prompt written notice to the other party stating the reasons for any loss, damage, delay or failure of performance due of such causes and shall use its best efforts to avoid or remove these causes. in case wherein such force majeure event continues for a period exceeding 30 days either party may by serving a written notice of 3 days to the other party, terminate the agreement.	Compliant
15	None	Each party agrees to indemnify, defend and hold harmless the other party its director, officers and employees from any and all losses, damages, liabilities, costs and expenses demand, claims, suits or judgments and expenses incurred or suffered by either party as a result of i. any claim by any 3rd party arising out of performance of services, ii. breach of obligations terms, conditions and covenants, warranties, representation contained in this agreement, iii. contravention or non-compliance of any applicable law, regulation or direction from any government, administrative, judicial or quasi-judicial authority, or iv. fraud, misrepresentation or negligence of either of the parties or its agents, representatives or employees.	Compliant
16	None	Subject to the provisions above SPJ shall be liable for the loss or damage to any shipment tendered by customer to the extent of such loss or damage provided the liability of SPJ shall be limited to - a. INR 1000/- only per shipment in case of the documents and b. INR 5000/- only per shipment in case of parcels or non-documents (contained as part of the load). If the quantum of claim/loss is more than the above-said amount then SPJ's sole liability would be to provide the customer with COF and/or FIR (if required).	Compliant
17	None	Each party shall comply with all applicable laws, regulations and codes in the performance of this agreement. Each party represents that it has legal authority to agree to terms of this agreement in respect of its obligations. SPJ shall ensure that it connects customer load to the airline having valid authorization and license and complies with its obligations under the applicable laws, regulations or directions from authorities of India.	Compliant
18	None	This agreement shall ensure to the benefit of and be binding upon each of the parties and their respective successors and assigns but neither the rights nor the duties of either party	Compliant



		under this agreement may be voluntarily assigned or delegated without the prior written consent of the other party. However, SPJ shall be free to assign to its subsidiaries or permitted assigns.	
19	None	Notwithstanding anything to the contrary contained in this agreement the relationship between parties herein shall be strictly on a principal-to-principal basis and shall not be construed as making either Party the agent, employee or partner of the other. Neither Party has the power to bind the other party in relation to third party obligations by any means whatsoever. In no event shall either party act or represent itself to 3rd parties as an agent or representative of other party.	Compliant
20	None	The failure of either party to exercise its rights under this agreement shall not constitute waiver of any such right at any time.	Compliant
21	None	The provisions of this agreement which by their nature extend beyond the expiration or earlier termination of the agreement will survive and remain in effect until all obligations are satisfied. It is expressly made clear herein that the termination of this agreement is without prejudice to any of the surviving rights of SPJ under this Agreement and nothing in this agreement or otherwise shall relieve customer from its obligation under this agreement that remain unsatisfied. if any and/or from any of its obligations under the agreement that may be due pursuant to the termination of this agreement.	Compliant
22	None	If any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.	Compliant
23	None	All Schedules attached to this agreement shall form part of this agreement. It is further agreed between the parties that transportation of cargo shall further be governed by the terms of carriage as mentioned in the Waybill, to be executed at the time as enumerated in the respective Waybill and this agreement appears contrary to each other the terms of this agreement will prevail.	Compliant
24	None	This agreement supersedes all prior understandings representations, negotiations and correspondence between the parties, and constitutes the entire agreement between them with respect to the matters described herein and shall not be modified or affected by any course of dealing, course of performance or usage of trade.	Compliant
25	None	Except as otherwise provided this agreement cannot be modified except by written agreement signed on behalf of that parties by their respective authorised officers.	Compliant
26	None	This agreement shall be governed by and interpreted in accordance with the laws of India. Any and all disputes and claims between the parties arising out of or in connection with this agreement or its performance shall so far as is possible be settled amicably between the parties. If parties have failed to reach an amicable settlement, such dispute shall be submitted to the exclusive jurisdiction of courts situated at New Delhi for adjudication.	Compliant

S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
12	Supplier Agreement	Article 12 Bond	Test India Company Private Limited Ltd. and ABC Enterprises	Not Available	06/08/18	05/08/2019	5
Clause No	Clause Name	Particulars				Compliance Status	
1	Object	The Agency agrees to provide services including but not limited to housekeeping, office boy and other labour related jobs.				Compliant	
2	Duration	This agreement will be in force with effect from 01 August 2016 and shall be terminated at will by serving 60 days prior written notice to either party, the term of agreement may be extended /renewed automatically unless otherwise informed by either party in writing.				Compliant	
3	Agreement	1. The Agency agrees to supply of housekeeping manpower and office boy and additional manpower on time as and when required for various activities. Agency employees will avail their national/public holidays.				Compliant	



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2. Agency will pay per month as per Annexure 1 to this agreement, to all the employees and the same will be paid to Agency by the Company along with GST as per rules. Agency will be fully responsible for the payment of the minimum wages, PF, Bonus, Canteen facility, leave, etc. payable under the Minimum Wages Act or any of the act whatsoever to the person(s) employed by the Agency and its employees. Company shall not be responsible for payment of any sums on account of statutory provisions applicable to Agency and its employees. persons below 18 years of age will not be engaged by the Agency. Payment will be made by Agency to its employees on or before 1st of every month in the presence of Company representative or to the employee's bank account. Agency will cover its employees for personal and death accident benefit, during the course of work apart from any other cover policy that might be required under any law prevailing in the country from time to time.



<p>3. Agency shall submit its bills for the work carried out during the month by the second/third working of the subsequent month duly certified by the authorized person nominated by the Company.</p>
<p>4. Agency shall be responsible for the safety and health of all its employees; Agency shall make all such necessary arrangements. No extra amount will be given by the Company for this purpose.</p>
<p>5. Agency shall comply will all acts, laws or other statutory regulations applicable as per state or central govt regulations that are in force and that may be framed from time to time. Company shall not be responsible for any infringement or violations of the various statutes applicable to Agency.</p>
<p>6. Agency shall indemnify and will keep indemnified against all acts of omissions, negligence, dishonesty or misconduct of the employees engaged for work at our premises. Company will not be responsible for death, accident or injury to the staff engaged by the Agency which may arise in the course of their duties in our premises, nor Company shall be liable to pay damages or compensations to such person(s) or to any third parties. Agency will at times indemnify us against any claim which may be made under the Workmen's Compensation Act, 1923, or any other statutory regulations or otherwise for consequence of any accident or injury; sustained by any employee or other person whose entry in the premises has been authorized by the Agency.</p>
<p>7. Agency shall pay bonus as per Bonus & Leave Wages Act and should claim with Company on actual paid to all the employees engaged at Company premises.</p>
<p>8. Agency shall produce copies of ESI and PF Challan for the month as a proof for having remitted contributions and the details of individual names for whom, contribution shall be remitted. Agency will produce the proof of payment and copy of the wage register made to its employees every month along with the bill.</p>
<p>9. Agency shall endeavor that its employee shall not at any time divulge or make know any trial accounts, matter or transaction undertaken or handled by Company and shall not disclose to any person information relating to the affair of Company</p>
<p>10. Agency personnel shall do their best to perform all such services, in accordance with such directions, which Compan may issue from time to time and which have been mutually agreed upon between the two parties.</p>
<p>11. If necessary Agency employees shall attend normal duty hours on Sundays and holidays for cleaning purposes. In this regard the Agency will have to obtain prior permission from the Company. No extra claim in this regard shall be entertained.</p>
<p>12. Agency shall in no case do any damage or cause any loss to any part of the premises/fittings/fixtures/appliances therein, furniture/books/papers and sorted therein or any other things. Agency shall solely be responsible for any damage and shall have to replace the same or make good the loss at its own risk and cost. Agency shall be solely responsible for such act of its employees.</p>
<p>13. Agency shall get all employees including its supervisor be checked by our security guards and obtain the clearance before entering and leaving the Company.</p>



	<p>14. Employees engaged in such work employed by Agency shall be treated solely as its employees and Company shall not have any liability; whatsoever on their account.</p>
	<p>15. Agency shall be solely responsible for the performance of its employees. In case of any misconduct, theft, etc. Agency shall initiate disciplinary action on its employees. The loss incurred due to the negligence, theft or misappropriation by its employees shall be recovered from Agency by the Company. Agency employees shall strictly adhere to safe working practices and rules and regulations of the Company while in the Company premises.</p>
	<p>16. Agency shall be responsible for the good conduct of its employees in regard to discipline, safety and security. If Company is not satisfied with the service of any of its employees deployed by the Agency shall separate such employees and provide employees timely replacement at no extra cost.</p>
	<p>17. Agency shall ensure that its employees are physically and medically fit and they are not under the influence of alcohol, drugs or any other intoxicants while on duty. Agency shall ensure that personnel employed by Agency are polite and courtesies with Company employees/any other visitors of the Company. Agency shall be fully responsible for immediate replacement of any of its employees proceeding on leave or otherwise absent at no additional cost to Company.</p>
	<p>18. Company shall withhold payment or make recoveries from claims under terms and conditions of this agreement or any payments necessitated due infringement of any statutory obligations, by the Agency. In case no amount is due to the Agency, we have the right to lodge a claim for the above-mentioned recoveries and the same will need to be paid within 15 days of receipt of intimation of such claim by Agency.</p>
	<p>19. This agreement is valid from 6th August 2018 to 5th August 2019.</p>
	<p>20. The agreement can be terminated by the Company at any time for inefficient performance or non-adherence by its employees to any instructions of the Company or for default of any of the terms and conditions of the agreement, or for any other reason whatsoever by giving 15 days advance notice. Agency wish to withdraw its services from Company. In circumstances of its withdrawal notice and if Company agrees to relieve Agency, Agency shall ensure the quality and timely delivery of its services till the last day of its association with the Company without fail as agreed. In case the termination due to non-performance or non-adhering or non-compliance of any terms and conditions of this extension of agreement, Company holds the rights to rearrange the balance work through other agencies at its own risk and costs.</p>
	<p>21. Tax will be deducted at source for payments made to Agency as per Income Tax Act.</p>
	<p>22. Company reserves the right to vary, add or alter any of the terms and conditions contains hereinabove in the interest of smooth functioning and better efficiency by giving the same in writing to the Agency and the Agency shall comply the same.</p>
	<p>23. Any dispute arising out of this extension of agreement or that which may arise in future will be resolved by taking resource to mutual settlement or arbitration in the first instance. Arbitrator will be appointed by the Director of the Company. All disputes will be subjected to territorial jurisdiction of Bengaluru Courts and Karnataka High Court</p>



S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
13	Sale Deeds	Article 12 Bond	Test India Company Private Limited Ltd. and XYZ Private Limited	Not Available	01/08/16	Not Available	4
Clause No	Clause Name	Particulars					Compliance Status
1	Object	The Principal agrees to sell spare parts to the customer under the following terms and conditions which is mutually agreed by both parties herein.					Compliant
2	Duration	This agreement will be in force with effect from 01 August 2016 and shall be terminated at will by serving 60 days prior written notice to either party, the term of agreement may be extended /renewed automatically unless otherwise informed by either party in writing.					Compliant
3	None	<p>1) Dealer/Agent shall act as sole sales dealer/agent for the Principal within the territory of India only.</p> <p>2) The said products will be supplied only by the Principle.</p> <p>3) The Dealer's/Agent's sales commission rate is agreed thereon and shall be paid in INR @ 12% of the price of the said products base value excluding tax and discount value as evidenced by Principle's invoice to customer's and shall be subject to all applicable taxes. The commission on a given order shall be due and 15 days after the end of the calendar month in which Principle raises the invoices on the customer for supply of the said products</p> <p>4) If in any case the given order or the products invoiced by the Principal are returned by the customer, the commission which is been paid to the dealer/agent for the sale of the said products shall be reimbursed or paid back to the Principal's account within the calendar month in which such returns or cancellation take place.</p> <p>5) The Principal shall submit the dealer/agent monthly statements of the commissions due.</p> <p>6) Dealer/ Agent shall perform the function collecting C-Form provide support services for obtaining for C-Forms from the customers.</p> <p>7) This agreement will be in force with effect from 01 August 2016 and shall be terminated at will by serving 60 days prior written notice to either party, the term of agreement may be extended /renewed automatically unless otherwise informed by either party in writing.</p> <p>8) The event of any dispute or difference arising at any time between the parties hereto as to the construction, meaning or effect of this agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the parties thereto, the same shall initially be resolved by the mutual understanding and if the understanding could not be arrived, then the same shall be referred to and settled by the 3 arbitrators, the claimants and the respondents to the dispute are each entitled to appoint an arbitrator and the third to be appointed by the 2 arbitrators. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration proceedings shall be Bengaluru, Karnataka, India and the language of arbitration shall be English.</p> <p>9) This agreement is governed by the rules and regulation under Indian law only and will be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka, India</p>					Compliant

S.No	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
14	Other Agreements	Release Deed	Smt.M, Smt. K, Smt. N, Sri. C. Sri. P and Sri. R	Not Available	Not Available	Not Available	17
Clause No	Clause Name	Particulars					Compliance Status
1	Object	Not Available					Compliant
2	Duration	Not Available					Compliant
3	Agreement	1. In consideration of the relationship as mother, sisters and brothers, the releasors					Compliant



	<p>relinquish all the rights, title and interest in respect of all items in the schedule properties in favour of the release Smt. N, and declare the Schedule Properties are free from encumbrances, charges, attachments, etc., and sorts of rights.</p> <p>2. The Releasors declare that except the Releasee, none else has any right, title or interest over all the items in the schedule properties.</p> <p>3. The Releasors declare that they have admitted that the possession and enjoyment of all items in the Schedule properties.</p> <p>4. The Releasors declare that hereinafter the Releasee shall pay all taxes and other payment to the concerned departments in respect of all the items in the schedule properties.</p> <p>5. The Releasors hereby relinquished all their rights, title whatsoever in respect of all the items of the schedule properties, in future, if necessary, without any consideration.</p> <p>6. The Releasors have no objection to change the Katha of all items of the schedule properties in the name of the Releasee Smt. N before the Revenue Authorities, before the Bruhat Bangalore Mahanagar Palike or before any other statutory Authorities and she shall pay all rates, taxes, as she being the absolute owner in possession and enjoyment of all items of the Schedule properties</p>
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S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
15	Other Agreements	Retainership Agreement	Test India Company Private Limited Ltd. and Bandaru and Bandaru Advocates	Not Available	Not Available	Not Available	3
Clause No	Clause Name	Particulars					Compliance Status
1	Object	The parties agreed to record the terms and conditions on which the first party agreed to appoint and retain the party of the second part to act for them as legal advisors and solicitors and the party on the second part agreed to accept the said appointment and retainership.					Compliant
2	Duration	Not Available					Compliant
3	Agreement	<p>1. The party of the first part hereby appoints the party in the second part for providing various legal advice and services to M/s Test India Company Private Limited Ltd., a company registered under the Companies Act, 1956, having its registered branch office at 123/12, ABC Nagar, Bangalore -123456</p> <p>2. All other terms and conditions of the Lease Agreement not specifically mentioned hereinabove, shall remain unaffected and shall apply to this Addendum</p> <p>3. The party of the first part shall also pay the second part fees of Rs. 20000 per month. The said fees will be in lieu of and in satisfaction of all professional expenses and expenses excluding any out of the pocket expenses and costs incurred in relation to the assignment.</p> <p>4. The above fee quote is based on the assumption that there will be no material change in scope. In the event of any material deviation in the foregoing assumption the parties hereto agree to re-assess and mutually revise the fee quote.</p> <p>5. Invoices will be raised by the party of the second part on monthly basis and will be payable within 15 days. A detailed narrative stating the nature of the work done will accompany the invoice. The invoice shall also include details of any out of the pocket expenses and costs incurred in relation to the assignment.</p> <p>6. The scope of the above services would not include any regulatory compliance or providing substantive opinions or memoranda on any specific legal issue and the same will be charged separately.</p> <p>7. This agreement will not extend to any litigation civil or criminal or arbitration whether arising out of any transaction entrusted to the party of the second part or otherwise. If any such matter of litigation or legal proceeding in a court of law or tribunal or arbitrator is entrusted to the party to the second part will be entitled to charge fees according to their usual practice.</p> <p>8. The parties on the second part shall maintain full secrecy and shall not disclose any confidential matter or communication between the party of the first part and themselves to anybody else.</p>					Compliant



	9. This agreement may be terminated by any party hereto by giving one month's prior notice to the other without assigning reason and on the expiry of the said period from receipt of the notice assigning reason and on the expiry of the said period from receipt of the notice this agreement shall stand terminated except in respect of the matters which are already entrusted to the party of the second part and are not completed.
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S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
16	Lease Agreements	Article 30 Lease of Immovable Property	Test India Company Private Limited Ltd., Mr.K and Mrs. S	Not Available	01-Apr-19	28-02-2020	2
Clause No	Clause Name	Particulars					Compliance Status
1	Object	The Lessors and Lessee mutually agreed that the rent per month inclusive of common block charges, water charges and club fees payable by the Lessee to the Lessor for Schedule premises shall be Rs. 1,60,000/- per month.					Compliant
2	Duration	This addendum shall be period of 11 months effective from 01 April 2019 until 28 February 2020. Any renewal after the initial 11 months shall only by mutual consent of the parties as regards to the period.					Compliant
3	Agreement	1. The rent shall be equal amongst the two lessors as per the Lease Agreement dated 12 May 2017 2. All other terms and conditions of the Lease Agreement not specifically mentioned hereinabove, shall remain unaffected and shall apply to this Addendum					Compliant

S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
17	Lease Agreement	Article 30 of Lease of Immovable Property	Mr. K & Mrs. S and Test Company Private limited	XXXXXXXXXXXX	01.05.2018	31.03.2019	16
Clause No	Clause Name	Particulars					Compliance Status
1	Rent	<p>a) The rent per month inclusive of common block maintenance charges, water charges, and Club uses fees payable by the LESSEE to the LESSOR for the SCHEDULE PREMISES shall be Rs. 1,25,000/- (Rupees One Lakh Twenty-Five Thousand only) per month, one time non-refundable SCHEDULE PREMISES modification charges Rs. 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) Paid to Krishna Kumar Rs. 3,60,000/- Ch. No. 000092 HDFC Bank Sahakar Nagar, Bangalore and no maintenance charges applicable to LESSEE. This rental amount is exclusive of electricity, cable, T.V. and internet connection.</p> <p>b) The rent shall be paid on or before the 5th day of the month for which it is due e.g. June rent shall be paid by the 5th of July. If the 5th of the month is a public holiday, it may be paid on the following working day. Rent should be remitted to the LESSOR's equally 1) Mr. K SB A/C number XXXXXXXXXXXX, in DCB Bank Ltd. Rajajinagar Branch Bangalore- 560010, India IFSC Code: DCBL0000071. The said rent is exclusively of electricity charges, water charges, and phone/cable charges, which shall be paid by the LESSEE and the receipt obtained from the relevant authorities by the LESSEE.</p> <p>c) Immediately upon so remitting the monthly rent, intimation should be sent to the LESSOR on email id:ABC115@gmail.com and phone number XXXXXXXXXXXX to enable the LESSOR to verify the credit in his account. This arrangement will become operational immediately.</p> <p>d) LESSEE shall deduct TDS of the rent amount towards tax deduction at source (TDS) as per section 194I of the Income Tax Act, 1961</p>					Compliant
2	Duration	The duration of this Agreement of Lease in respect of the SCHEDULE PREMISES shall be initially for the period of 11 (eleven) months, commencing from 1st June 2017 .					Compliant
3	Renewal	The LESSEE have requested for a lease period of 1 (one) term of 11 (eleven) months. Any renewal after the initial 11 months shall be only by mutual consent of the parties as					Compliant



		regards the period and other terms but if the renewal is agreed to between the parties, the rent will be raised by 5% for each period of extension over the previous period rent. The intention to seek renewal needs to be notified by the LESSEE to the LESSOR in writing one month in advance of the expiry of the lease deed/ rental agreement in force.	
4	Security Deposit	<p>a) The LESSEE have paid a sum of Rs. 16,00,000/- (Rupees Sixteen Lakh only) to the LESSOR, as an interest free refundable security deposit, in the presence of the witness attesting hereunder, the receipt of which LESSORS have accepted and acknowledged to the LESSEE. In other words the said Security Deposit shall be kept deposited individually to each of the LESSORS in the equal proportion, i.e. Rs. 8,00,000/- (Rupees Eight Lakhs Only) per LESSOR by way of cheque as follows: i) Mr. K Rs 5,00,000/- ch. No XXXXXX HDFC Bank Sahakar Nagar, Bangalore. ii) Mr.K Rs 3,00,000/- ch. No.XXXXXX HDFC Bank Sahakar Nagar, Bangalore. iii) Mrs. S Rs. 8,00,000/- ch. No.XXXXXXX HDFC Bank Sahakar Nagar, Bangalore.</p> <p>b) The said Refundable Deposit shall be refunded to the LESSEE immediately at the time of LESSEE vacating and handing over the peaceful possession of the SCHEDULE PREMISES to the LESSOR in good condition subject to deductions towards dues in respect of electricity, telephone, water, club usage charges, unpaid rent if any and damages caused to the premises and fittings if any, excepting allowance for normal wear and tear</p>	Compliant
5	Rates/ Taxes/Outgoings	The LESSOR shall bear and pay the cess and property taxes to the Corporation of the City of Bangalore or any other statutory authority in respect of the Schedule Premises including deposits to be made for the water and electricity connections.	Compliant
6	Electricity Charges	The LESSEE shall bear and pay the charges for the electricity consumed and as well as the cable, telephone and internet connection charges. At this time, the water charges are included in the common block maintenance charges.	Compliant
7	Membership of the Club	The LESSOR shall bear and pay the charges for the for the club uses fees in as applicable Apartment club facility.	Compliant
8	Inspection and Entry	The LESSOR or their authorized representative shall be entitled to enter upon the SCHEDULE PREMISES with prior notice to inspect the same to satisfy themselves that the SCHEDULE PREMISES is being used in accordance with the terms of the lease deed.	Compliant
9	Repairs and Maintenance	LESSEE is given the privilege to report any malfunctioning of any installed appliances within the (1st) month of occupancy. This will be addressed at the cost of the LESSOR. The LESSEE shall keep the SCHEDULE PREMISES and its fixtures and fittings in good condition subject to normal wear and tear and shall not cause or suffer any damage thereto. If any damage takes place, LESSEE should repair the same at their cost and shall attend to the routine maintenance of the SCHEDULE PREMISES. However, the LESSOR is at liberty to deduct the amount out of the security deposit advance amount towards any unrepaired damages over and above the normal wear and tear, and the amount therefore to be incurred for necessary repairs. Whether or not to deduct and the amount of such deduction to be decided only after discussion between LESSOR and LESSEE and mutual consent between the 2 parties. In case of any material damage or modification which is made without the LESSOR's consent the LESSOR is at liberty to deduct the cost of repair from the security deposit.	Compliant
10	Use of Premises	<p>a) The LESSEE shall use the SCHEDULE PREMISES to Mr.Young Sam Kim & his family for residential purpose only.</p> <p>b) The LESSEE shall not use the premises for any offensive trade purposes; they shall also not store any hazardous, explosive materials which may cause the risk of fire and collateral damages to the premises and the building. The LESSEE shall not use the common area like corridor for storing personal effects.</p> <p>c) The LESSEE and their family who reside in the schedule premises shall conduct themselves in accordance with the rules & regulations and the Bye-Laws of the Association of Apartment owners as applicable to the residents and as are applied for the sake of harmonious living of the community of residents. Any violation of the rules of the Association which will reflect upon the LESSOR and their obligations to the Association shall be deemed to be an infringement of this Agreement and the LESSOR are in such an event free to take such actions as may be warranted, including termination of the agreement for material breach.</p>	Compliant
11	Bar on Additions/	During the duration of this lease, the LESSEE, at their own cost, shall be entitled to install air conditioners, LCD Televisions, air coolers, refrigerators, washing machines, cooking	Compliant



	Alterations, Sub-Letting	ranges and other domestic appliances and telephone and cable connections without causing damage to the premises. However, the LESSEE shall not carry out any structural additions or other alterations to the premises without prior written consent of the LESSOR and shall restore the scheduled premises to its original condition prior to handing back of the property. The LESSEE shall not sub-let, assign or otherwise part with the possession of the SCHEDULE PREMISES to or in favour of anyone else.	
12	Delivery Back	On termination of the lease period, the LESSEE shall duly deliver back possession of the SCHEDULE PREMISES along with the fixtures, fittings, as mentioned in schedule 2 hereof to the LESSOR in the condition in which it is let out subject to natural wear and tear and against payment of Refundable Deposit.	Compliant
13	Notice of Termination	The duration of this agreement is for a period of eleven (11) months. Neither party can terminate this lease agreement for the first 10 (Ten) months (the " lock-in period of 10 months "). Failing to observe this condition of 'lock-in period' will entitle the LESSOR or LESSEE for a compensation equal to the rent for the balance period for completion of the first ten months. After the expiry of the first ten (10) months, either party (LESSOR or LESSEE) can terminate the lease agreement with 1 (one) months' notice or by payment of 1 (one) months' rent in the lieu of the said notice. Notwithstanding the above, in the event of the LESSEE failing to pay the rent for 1 (one) consecutive months or in case of any material breach of this agreement, the LESSOR shall be entitled to treat the same as breach and terminate the lease within the lock-in period by 1 (one) month notice and shall be at liberty to enter and repossess the SCHEDULE PREMISES. Any notice by either side shall be given at the address given above to the LESSOR and at the address of the schedule premises to the LESSEE. The LESSEE are required to furnish his office contracts and address who agree to update the information when any change takes place.	Compliant
14	Stamp Deposit	The stamp duty, registration fee, taxes and other expenses, if any which are payable or which may become payable by the 'LESSEE' as a result of changes in law shall be solely borne by the LESSEE.	Compliant

S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
18	Contract/Labour Agreement	Follow-On-Contract Agreement	FIP Private Limited and SWS Private Limited	XXXXXXXXXX	27.09.2018	26.09.2019	6
Clause No	Clause Name	Particulars					Compliance Status
1	Term and Conditions	"Services" would mean on - site as well as telephonic support for the Product maintenance, including diagnosis and rectification of faults/defects/problems on Products.					Compliant
2	Term and Conditions	FIP shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of the Products as mentioned in this agreement for the period mentioned in the Annexure. During the term of this Agreement BDE agrees to provide service to maintain the Product in good condition. For this purpose, repair and maintenance service described therein.					Compliant
3	BDE's Responsibilities	a) FIP CNC System Package, FIP Controller: Applies to CNC controllers FS 0C & above with digital drives up to 50 NM Servo Motor or 40KW Spindle Motors (Including Corresponding Drives), with the exception of consumables supplied by either BDE or its principal, FIP Corporation, Japan that went into making the CNC Machin. Broadly, this covers the Printed Circuit Boards (PCBs) of the CNC Controller, servo motors and their amplifiers, spindle motors and their amplifiers. The contract is applicable for maximum up to 5 Axes (Including Spindle). Any additional Axis will be considered with an additional Cost of INR 3,500 per Axis. The decision of BDE shall be final in resolving this definition.					Compliant



		<p>b) The FOC includes telephonic support, of the Product as mentioned in this agreement and/or repair /replacement of any items necessary for keeping the said Product active and free from any defects or disturbance and also on any unscheduled call for corrective maintenance services, taking appropriate measures/steps to set right its malfunctioning.</p> <p>c) FOC is comprehensive, which covers both the spare parts and labour. BDE shall provide on-site service or telephonic support for the Product. The replacement/repair of all the Parts, except those parts that are not covered under this Agreements specifically mentioned in the Annexure 1 to this agreement, are included under this Agreement. External Factors such as Broken or burnt parts. Parts damaged due to Customer mishandling, parts damaged due to adverse electrical conditions/installation conditions on site, Motor Failure due to Coolant Entry will not be covered under the FOC. In case the Customer requests BDE to provide service for such excluded reasons or replace such excluded parts under this Agreement, the Customer agrees to pay BDE for such additional service or supply at rate quoted by BDE separately.</p> <p>d) Decision/conclusion of BDE shall be final in resolving any failure cause analysis for clause No: 3.3.</p> <p>e) The repair/replacement of defective Parts (except excluded parts specified in Annexure) with a working Parts or parts of equivalent specification will be done by BDE without any extra charge.</p> <p>f) BDE would provide service for break down calls for the items brought under the FOC agreement, during normal office working hours on working days. Customer shall report all problems to BDE on timely manner and BDE will provide for Maintenance Request ("MR") number of problems reported for each distinctive issue.</p>	
4	<p>The Customer's Responsibilities</p>	<p>a) Customer shall allocate sufficient time for the provision of Services by the BDE.</p>	<p>Compliant</p>



		<p>b) Customer shall provide at its sole expense, machine operators and other labor and equipment necessary for BDE to perform as per the FOC.</p> <p>c) Customer shall give the BDE's maintenance personnel to the Product mentioned herein whenever necessary, for the purposes of performing the repair and maintenance services indicated in this Agreement.</p> <p>d) The packing/unpacking, transportation, loading/unloading, connection/disconnection and maintenance of the equipment shall be the responsibility of the Customer.</p> <p>e) The Customer has to ensure to maintain the Product under operating environment condition as prescribed by FIP Manuals, which would be more of a standard practice to maintain such or equivalent Product covered under the FOC Contract.</p> <p>f) The Customer agrees to pay 100% FOC charge including all taxes in advance (TDS) to BDE. Unless BDE receives 100% payment (including all taxes) from the Customers, the Agreement would not come in force; to be precise. BDE is not liable to provide service (including telephonic support) under this Agreement.</p> <p>g) After receipt of the Product or part of the Product as replacement under FOC, the Customer shall hand over the defective Product/Part of Product that has been replaced to BDE. In the event the Customer fail to return the defective Product of its parts within 7 days of replacement, they undertake to pay BDE the current selling price and shipping charges for the Product or its parts replaced.</p> <p>h) During FOC period if the Customer uses their stock part for attending to breakdown purpose, (either on their own or based on telephone advice from BDE), the Customer should send written communication to BDE within 24 hours from date of usage with complete details of the machine, problem, part used, date etc., and BDE has to acknowledge such usage in writing to Customer within next 24 hours, else such usage will not be recognized as responsibility or liability of BDE under the Agreement.</p>	
5	Termination of the Agreement	<p>a) Notwithstanding anything that is contained in this Agreement, FOC will be considered as annulled if there is any payment overdue by 15 days from the Customer to the BDE on account of this agreement or any other commercial transaction. Such overdue payment may of the nature that it has either to be settled in cash or by concessional forms or TDS certificates or any such manner.</p> <p>b) At any point of time during the inspection or during the FOC period, if BDE finds that the Product under this Agreement is repaired or attempted to repair by anyone other than BDE, or even usage of consumable parts in the Product that are not recommended or supplied by BDE, the Agreement will be ceased immediately, without any penalties on BDE. In such case, BDE will not be liable to refund FOC amount to Customer due to termination of contract by such reason or safe working of Product.</p>	Compliant
6	Validity, Commencement and Renewal of the Agreement	<p>a) The contract will be initially valid for the period that is specified in Annexure, but may be renewed further mutually by the Parties, at a terms and conditions and price that may be decided thereon.</p>	Compliant



		<p>b) Renewal of the existing agreement will be at sole discretion of BDE. If the Products is currently under warranty or FOC commencement or renewal of FOC must be done before expiry of the current contract (warranty or FOC). However, BDE may opt to renew the FOC after expiry of the current contract, but it would be as good as commencing new contract, which would include mandatory inspection, for which visit charges to be paid by the Customer at the time of Inspection, as per the prevailing service charges.</p> <p>c) Product(s) that are not in a working condition at the time of signing of contract will not be included in the FOC. In such cases, the Product(s) shall be included only after making it in a working condition to the satisfaction of BDE, and inspection by BDE. Cost for repairing the defective Product to be borne by the Customer. Similarly, if inspection is warranted the inspection charge (with all taxes) to be borne by the Customer.</p>	
7	Force Majure	<p>Force Majure shall mean and be limited to the following:</p> <p>a) War/hostilities</p> <p>b) Riot or Civil commotion</p> <p>c) Earthquake, flood, tempest, lightning or other natural disaster</p> <p>d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by BDE.</p> <p>e) Any other reason that are beyond control of BDE.</p> <p>BDE would not liable to perform services during circumtances relating to Force Majeure or any reason that are attributable by the Customer.</p>	Compliant
8	Disclaimer and Limitation of Liability	<p>These being purely a Services contract, there are no warranties, express or implied offered by BDE. In particular, this disclaimer includes, but is not limited to, implied warranties of merchantability and fitness for a particular purpose. BDE will in no event be liable for lost profits, lost savings or other indirect or consequential damages even if BDE has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any punitive or penal damages.</p>	Compliant
9	Confidentiality	<p>All information exchanged is non-confidential. If either of the Party requires the exchange of confidential information, it will be made available only with permission in writing from the other Party.</p>	Compliant
10	Severability	<p>If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part will be severed from the remainder of this Agreement, which will be continue to be valid and enforceable to the the fullest extent permitted by law.</p>	Compliant
11	General	<p>a) BDE's decision or conclusion shall be final in resolving any issue under this Agreement.</p>	Compliant



		<p>b) BDE cannot guarantee or commit any time line for completing the service under this agreement.</p> <p>c) This agreement is not assignable without the prior written consent of BDE. Any attempt to assign any of the rights, duties or obligatios of this agreement without such consent is void.</p> <p>d) This agreement and its terms can be modified only by mutual agreement by the Parties; the amendment can be done only in writing, duly signed by authorised persons.</p> <p>e) The Customer represents that the Customer is the owner of the Product(s) covered under this Agreement.</p>	
12	Dispute Resolution	If there is any dispute arising amongst the Parties hereto during the subsistence of this Agreement, the Parties shall try to settle the matter already amicably. In the event the Parties unable to reach a settlement, the dispute shall be referred to a sole Arbitrator, appointed with the mutual consent of the Parties. The place of the arbitration shall be Bangalore. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. Cost of the arbitration proceedings shall be borne by the Parties equally.	Compliant
13	Jurisdiction	The Agreement shall be governed by Indian Law and both the parties consent to the Jurisdiction of Bangalore Courts in all matters regarding the Agreement.	Compliant

S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
19	Vendor/Service Agreement	Expatriate Tax Services	DLC Limited and Test Company Private limited	Not Available	Not Available	Not Available	18
Clause No	Clause Name	Particulars					Compliance Status
1	Contracts and Parties	a) The engagement letter and any appendices other than these General Business Terms ("Engagement Letter") issued by DLC, a limited liability company registered in Republic of Korea ("DLC") and addressed to the Client ad these General Business Terms as well as each and every Work Order (as defined in the Engagement Letter) agreed by DLC and the Client in relation to any part of the Services (together the "Contract") constitute the whole agreement between the Client and DLC in relation to the services, and work product (including Advice as defined below) described in the Contract to be provided by DLC (the "Services") and DLC's responsibilities for providing the Services. Capitalized terms not defined in these General Business Terms shall have the meaning given to them in the Engagement Letter.					Compliant



	<p>b) This Contract is between the Client and DLC. For the purposes of this Contract: "Client" shall mean the entity specified in the Engagement Letter, "Client Group" shall mean the Client and its subsidiaries and/or afBDEiates from time to time; "Beneficiary" shall mean the Client and any AfBDEiates identified in the Contract to be Beneficiaries and references to the Client shall include the Beneficiaries unless the context requires otherwise but no Beneficiary (except the Client) and no other AfBDEiated shall be a party to the Contract. The Client represents and warrants that it has the power and authority to (i) execute the Contract and (ii) to bind itself and the Beneficiaries.</p> <p>"Advice" shall mean all advice, opinions, reports and other work product in any form (including Deliverables) provided by or on behalf of DLC and/or its Subcontractors as part of the Services.</p> <p>"AfBDEiate" means, in relation to the client, any company, partnership or other legal entity (other than a natural person which from time to time directly or indirectly Controls, is Controlled by or is under the common Control with, the Client, where "Control" means the legal power to direct, or cause the direction, of general management of the company, partnership or other legal entity.</p> <p>"Deliverables" means any and all tangible work outputs of the Services to be delivered by DLC as part of the Services, including written returns, reports, documents and other materials.</p> <p>c) DLC may subcontract any Services under this Contract to any DLC Entity and/or, to any other third party (collectively "Subcontractors"). The Client's relationship is solely with DLC as the entity contracting to provide the Services. Each party is an independent contractor and neither party is, nor shall considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner, or representative.</p> <p>d) DLC remains responsible to the Client for all the Services performed under this Contract, including Services performed by its Subcontractors. Accordingly to the, fullest extent possible under applicable law, (i) none of the DLC Entities (except DLC) will have any liability to the Client Group, (ii) the Client will not bring, any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the DLC Entities (except DLC) and (iii) the Client will also ensure that no other member of the Client Group which is not a party to the Contract brings any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the DLC Entities.</p> <p>e) "DLC Entities" means DLC Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL") , its member firms and their respective subsidiaries and afBDEiates (including DLC), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors (including the Subcontractors) and agents of all such entities. Neither DTTL nor, except as expressly provided herein, any member firm of DTTL has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "DLC", "DLC & Touche", "DLC Touche Tohmatsu" or other related names; and services are provided by member firms or their subsidiaries or afBDEiates and not by DTTL.</p>	
2	<p>Responsibilities of the Client and of DLC</p> <p>a) Responsibilities of the Client</p> <p>(i) The Client shall cooperate with DLC and its Subcontractors in connection with the performance of the Services, including, without limitation, providing DLC and its Subcontractors with reasonable facilities and timely access to data, information and personnel of the Client Group. The Client shall be responsible for the performance of its personnel and third parties retained by the Client, for the timelessness, accuracy and completeness of all data and information (including all financial information and statements) provided to DLC and its Subcontractors by or on behalf of the Client Group and for the implementation of any Advice provided as part of the Services. DLC as agreed to and set forth in this Contract. The performance of the Services is dependent upon the timely performance of the Client's responsibilities under the Contract and timely decisions and approvals of the Client in connection with the Services. DLC and its Subcontractors shall be entitled to rely on all decisions and approvals of the Client.</p> <p>(ii) The Client shall be solely responsible for, among other things: (A) making all</p>	Compliant



		<p>management decisions and performing all management functions; (B) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Services; (C) evaluating the adequacy and results of Services; (D) accepting responsibility for implementing the results of the Services; and (E) establishing and maintaining internal controls, including without limitation, monitoring ongoing activities. With respect to the data and information provided by the Client to DLC or its Subcontractors for the performance of the Services, DLC is entitled to assume that the Client has all rights required to provide such data and information.</p> <p>b) Responsibilities of DLC</p> <p>(i) The Services provided are not binding on tax or other governmental or regulatory authorities or the courts and do not constitute a representation, warranty, or guarantee that the tax or other governmental or regulatory authorities or the courts will concur with any Advice. Any Services provided by or on behalf of DLC will be based upon the law, regulations, cases, rulings, and other tax authority in effect at the time the specific Services are provided. Subsequent changes in or to the foregoing (for which DLC shall have no responsibility to advise the Client) may result in the Services provided by or on behalf of DLC being rendered invalid.</p> <p>(ii) Except as specifically agreed to in writing, DLC shall not provide Advice regarding the financial accounting treatment of any transaction implemented from the Services and will not assume any responsibility for any financial reporting with respect to the Services. DLC shall have no responsibility to address any legal matters or questions of law, other than tax law in relation to the Services.</p> <p>(iii) In formulating any Advice as part of the Services, DLC may discuss ideas with the Beneficiaries orally or show the Beneficiaries drafts of such Advice. To the extent that the content of drafts or oral advice are expected to be finalized and confirmed to the Client in writing, such confirmed Advice shall supersede any previous drafts or oral Advice. DLC shall not be responsible if the Beneficiaries or others choose to rely on, act or refrain from acting as on the basis of any drafts or oral advice.</p> <p>(iv) DLC will use its reasonable endeavors acting in a commercially prudent manner to carry out the Services in accordance with any timetable specified in the Contract. However, it is agreed that any dates specified in the Contract for the performance of any part of the Services, including delivery of any Advice, are estimated dates for planning purposes only. DLC will notify the Client promptly if it expects or encounters any significant delays which will materially affect achievement of any timetable for delivery of the Services.</p> <p>(v) Unless expressly agreed otherwise in writing, each item of Advice will be deemed accepted (and the Services or relevant part completed) when such Advice has been delivered in its final form and no material objection to the Advice or its content is notified by the Client to DLC in writing within 14 days of delivery or when first use of the Advice is made by or on behalf of the Client Group, whichever occurs first.</p>	
3	Payment of Invoices	<p>DLC's invoices are due and payable by the Client upon presentation. If payment of an invoice is not received within 30 days of the invoice date ("the Due Date"), DLC reserves the right to charge interest at the rate of higher of (i) 1 1/2% per month or, if higher (ii) the rate mandated or allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its other rights or remedies, DLC shall have the right to suspend or terminate the Services entirely or in part in part if payment is not received by the Due Date. The Client shall be responsible for all taxes, such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services other than DLC's income and property taxes. If any portion of an invoice is disputed, the Client shall notify DLC within 15 days of receipt of the disputed invoice and pay the undisputed portion of that invoice by the Due Date.</p>	Compliant
4	Term	<p>a) This Contract or any Work Order may be terminated by either party at any time, without cause, by giving written notice to the other party not less than 30 days before the effective date of termination, provided that, any notice of a termination for cause, shall not be effective if the breaching party cures the breach within the notice period where the breach is capable of remedy.</p>	Compliant



		<p>b) Either party may terminate the Contract or any Work Order by written notice to the other party on or at any time after the occurrence of any of the following events: (i) a material breach by the other party of an obligation under the Contract or Work Order and, if the breach is capable, of remedy, the defaulting party failing to remedy the breach within 30 days of receipt of notice of such breach, (ii) the other party becoming insolvent, (iii) the other party having a resolution passed or a petition passed or a petition presented for its winding-up or dissolution (other than for the purpose of a solvent amalgamation or reconstruction), (iv) the making of an administration order in relation to the other party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other party, (v) the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for competent jurisdiction with its creditors generally, or (vi) any event analogous to those set out in (ii) to (iv) in any relevant jurisdiction.</p> <p>c) DLC may terminate the Contract or any Work Order in whole or in part, with immediate effect upon written notice to the Client if DLC determines that (i) a governmental, regulatory, or professional entity or other entity having the force of law has introduced a new, or modified an existing, law, rule, interpretation, regulation, or decision, the result of which would render DLC's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change (including, without limitation, changes in ownership of the Client or of its affiliates) so that DLC's performance of any part of Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules.</p> <p>d) Upon termination of the Contract or any Work Order, for any reason the Client will compensate DLC in accordance with the terms of the Contract for the Services performed and expenses incurred up to the effective date of termination.</p> <p>e) The termination of any Work Order shall not affect the Engagement Letter or any other Work Order then in force. The termination of the Engagement Letter shall not affect any Work Order intended to continue in force, and these Terms of Business shall continue to apply to any such continuing Work Order.</p>	
5	<p>Ownership of DLC Property & Work Products</p>	<p>a) To the extent that any property (whether tangible or intangible) of any DLC Entity is used or developed in connection with the Contract, such property, including work papers, shall remain the property of the relevant DLC Entity. Subject to payment of all of DLC's fees due in connection with the Services and the Contract, the Client and each Beneficiary of the Advice shall obtain a non-exclusive non-transferable license to use any Advice for the purpose set out in the Contract (or in the Advice) and in compliance with the provisions of the Contract. DLC shall have ownership (including, without limitation, copyright, other intellectual property ownership) of the Advice and all rights to use and disclose its ideas, concepts, know-how, methods, methods, techniques, processes and skills, and adaptations thereof in conducting its business, and the Client shall ensure that the Client Group does not assert or cause to be asserted against any DLC Entity any prohibition or restraint from doing so. Any intellectual property and other proprietary rights in the material and data provided by the Client Group for performing the Services shall remain the property of the Client Group.</p>	<p>Compliant</p>



		<p>b) DLC and its Subcontractors, in connection with performing the Services, may develop or acquire general experience, skills, knowledge, and ideas. Any DLC Entity may use and disclose such experience, skills, knowledge and ideas subject to the obligations of confidentiality set out in Paragraph 10.</p> <p>c) The Client and those other Beneficiaries identified by DLC as permitted users of any DLC Technologies shall also be entitled to have access to and use of those DLC Technologies supplied solely for the purposes of receiving the Services and for no other purposes in accordance with and subject to the provisions of the licenses applicable to such DLC Technologies as notified by DLC and agreed by the Client (acting reasonably). As between the Client and DLC, and for the benefit of the respective DLC Entity owning the DLC Technologies, DLC and/or the respective DLC Entity will own and retain ownership of all intellectual property rights and other property rights and other proprietary rights of any kind in the DLC Technologies, that are used or developed in connection with the Contract.</p> <p>d) "DLC Technologies" means all know-how and software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes, and technologies, including web-based technologies and algorithms owned by, licensed to or developed by any DLC Entity and used by DLC and its Subcontractors in performing the Services or its other obligations.</p>	
6	Limitation on Damages	<p>a) DLC shall be liable to the client group for any claims, liabilities, losses, damages, costs or expenses arising under or in connection with the contract ("Claims") for an aggregate amount in excess of the fees paid under the Contract by th Client to DLC for that part of the services giving rise to the claim only when it is finally determined to have resulted primarily from the bad faith or intentional misconduct of DLC, any DLC Entity or any Subcontractor retained for providing the Services.</p>	Compliant



		<p>b) In no event shall any DLC Entity (including DLC and its Subcontractors) be liable whether in contract, tort, or otherwise for any losses incurred as a result of loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct Claims) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense arising under or in connection with the Contract.</p> <p>c) In circumstances where all or any portion of the provisions of this Paragraph 6 are finally determined to be enforceable, the aggregate liability of DLC, any other DLC entity (including Subcontractors) and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.</p> <p>d) DLC's responsibility for the Services is solely towards the members of the Client Group identified in the contract as the Beneficiaries entitled to rely on the services and not towards any other members of the Client Group. If more than one member of the Client Group is identified in the engagement letter or work order as a Beneficiary, DLC's responsibility is solely towards the members for whose benefit the Services were provided.</p> <p>e) The liability cap in Paragraph 6(a) applies in aggregate to each and all Claims which from time to time arise under or in connection with the Contract and the Services whether such Claims are made at the same or different times or by one or more members of the Client Group and or other persons. where there is more than 1 Beneficiary of the Services the limitations in Paragraph 6(a) on the total liability of the DLC Entities shall be apportioned by the Beneficiaries among themselves. The client shall procure that no Beneficiary shall dispute or challenge the validity operations or enforceability of this Paragraph on the grounds that no such apportionment has been so agreed or that the agreed share of the limitation amount so apportioned to any Beneficiary is unreasonably low. The liability cap in Paragraph 6(a) also applies to any and all Claims against any other DLC Entities, including the Subcontractors, if and only to the extent that it is judicially determined that any of them any liability under or in connection with the Contract or the Services.</p> <p>f) If the liability exclusion for other DLC Entities provided in paragraph 1(d) is for any reason not effective, then the limitations on liability provided for in this Paragraph 6 shall apply to the other DLC entities as if they were named therein.</p> <p>g) The provisions of Paragraph 6 shall not apply to any liability which by the governing law of the Contract it is unlawful to limit or exclude.</p> <p>h) The Client shall (i) notify each Beneficiary of the obligations and the restrictions in the Contract, including the limitations and exclusions of the liability, (ii) ensure each Beneficiary complies with the same to the extent permitted by the law ensure any action claim or proceeding by any Beneficiary in relation to the Contract or the Services is pursued by the Client against DLC on the Beneficiary's benefit and indemnify the DLC Entities against the consequences of any failure by the Client or any other Beneficiary so to comply.</p>	
7	Limitation on Warranties	<p>a) This is a services agreement.</p> <p>b) DLC warrants that it shall perform the Services in good faith and with reasonable professional care and skill.</p> <p>c) To the fullest extent permitted by law DLC disclaims all other warranties, either express or implied.</p>	Compliant
8	Force Majeure	Neither party shall be liable for any delays or non performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including without limitation, entities or individuals under its control, or any of their respective officers, directors,	Compliant



		employees, other personnel and agents), fire or other casualty, act of God, epidemic, strike or labour dispute, war or other violence or any law, order, or requirement of any governmental agency or authority.	
9	Limitation on Actions	No action, regardless of form, relating to the Contract or the Services, may be brought by either party more than two years after cause of action has accrued under applicable law, except that an action for non-payment of DLC's invoices by the Client may be brought at any time.	Compliant
10	Confidentiality	(a) To the extent that, in connection with the Contract, DLC comes into possession of any tax or other information related to the Services, trade secrets or other proprietary information relating to the Client Group which is either designated by the disclosing party as confidential or is by its nature clearly confidential ("Confidential Information"), DLC shall not disclose such Confidential Information to any third party without the Client's consent. The Client hereby consents to DLC disclosing such Confidential Information (i) to contractors providing administrative, infrastructure and other support services to DLC as well as to any DLC Entity (including any Subcontractors) and their respective personnel, in any case whether located within or outside of the Republic of Korea, provided that such contractors and Subcontractors adhere to confidentiality obligations similar to those in this Paragraph 10, (ii) to legal advisors, auditors, and insurers, and (iii) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with potential or actual mediation, arbitration or litigation. The obligation of confidentiality shall not apply to the extent such Confidential Information (A) is or becomes publicly available (including, without limitation, any information BDEed with any governmental agency and available to the public) other than as the result of the default of DLC, (B) becomes available to any DLC Entity on a non-confidential basis from a source other than the Client Group which DLC reasonably believes is not prohibited from disclosing such Confidential Information to DLC by an obligation of confidentiality to the Client Group, (C) is known by any DLC Entity Prior to its receipt from the Client Group without any obligation of confidentiality, or (D) is developed by any DLC Entity independently of the Confidential Information disclosed by the Client Group.	Compliant
		b) The client shall not disclose to any third party any Advice without the express written consent of DLC, except (i) disclosure may be made to the extent mandatory laws, applicable regulations, rules and professional obligations prohibit limitations on disclosure, (ii) if the Client or its afBDEiates have securities registered with the United States Securities and Exchange Commission and any DLC Entity is the auditor of the Client or any of its afBDEiates, in which case no restrictions or limitations with such tax treatment or tax structure, (iii) to the extent the United States Internal Revenue Code and applicable Internal Revenue Service guidance relating to confidential tax shelters (or comparable law or guidance from other taxing authorities in other jurisdictions) apply, in which case there are no restrictions or limitations on the disclosure of the tax treatment or tax structure. (iv) to the extent legislation or regulations of any jurisdiction provide for the reporting to the tax authorities of certain tax arrangements or transactions, there shall be no restrictions or limitations on the disclosure of any such arrangements or transactions provided as part of the Advice, (v) the client may disclose the Advice on a need to know basis to any AfBDEiate that is not a Beneficiary of the Advice for information purposes only, provided that the Client ensures and the recipient undertakes to keep such Advice confidential and not to bring any claim of any kind against DLC Entity in relation to the Advice or the Services, and (vi) on a need to know basis to statutory auditors of the Client Group in their capacity as such.	
		c) The client shall use the Advice solely for the purposes specified in the Contract or Advice and, without limitation, shall not, without prior written consent of DLC, use any Advice, in connection with any business decisions of any third party or for advertisement purposes. All Services are intended only for the benefit of the Beneficiaries identified in the Contract or Advice as being entitled to rely on the Advice. The mere receipt of any Advice, (or any information derived therefrom) by any other persons is not intended to create any duty of care, professional relationship or any present or future liability of any kind between those persons and DLC.	
11	Assignment	Neither party may assign or otherwise transfer the Contract without prior express written consent of the other, except that DLC may assign any of its rights or obligations	Compliant



		hereunder to any other DLC Entity and to any successor to its business. Neither party will directly or indirectly agree to assign or transfer to a third party any claim against the other party arising out of the Contract.	
12	Indemnification	The Client shall indemnify and hold harmless DLC, and any other DLC Entity from all third party claims arising from any act or omission of the Client Group, or breach of any of the Client Obligations under the Contract except to the extent finally determined to have resulted primarily from bad faith or international misconduct of DLC, or any other DLC Entities (including their respective personnel) for any claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such claim.	Compliant
13	Electronic Communication	<p>a) Except as instructed otherwise in writing, DLC entities and the client group are authorised to use property addressed fax, email and voicemail communication for both sensitive and non-sensitive documents and other communications concerning the contract as well as other means of communication used or accepted by the other, DLC entities may also communicate electronically with tax and other authorities.</p> <p>b) It is recognised that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly and that other methods of communication may be appropriate. Electronic communications are also prone to contamination by viruses, each Party will be responsible for protecting its own systems and interests and to the fullest extent permitted by law, will not be responsible for protecting its own systems and interests and to the fullest extent permitted by law will not be responsible to the other on any basis for any loss, damage or omission in any way arising from the use of the internet or from access by any DLC entity personnel to networks, applications, electronic data or other systems of the client group.</p>	Compliant
14	Other Clients	Nothing in the contract will prevent or restrict any DLC Entity, including DLC from providing services to other Clients (including services which are the same or similar to the services) or using or sharing for any purpose any knowledge, experience or skills used in gained or arising from performing the services subject to the obligations of confidentiality set out Para 10 even in those other Clients interest are in competition with the Client group. Also the extent that DLC possesses information obtained under an obligation of confidentiality to another client or 3rd party, DLC is not obliged to disclose it to any member of the client group or use it for the benefit of the client group, however relevant it may be to the Services.	Compliant
15	Staff	DLC and the Client each agree not directly or indirectly to solicit, employ or engage any personnel of the other party who within 6 months of such action has been involved directly with the provision of the Services or otherwise directly connected with the contract except where an individual responds directly to a general recruitment campaign.	Compliant
16	Destruction of Working Papers	DLC may retain copies of documents and BDEEs provided by the client group in connection with the services for the purposes of compliance with professional standards and internal retention policies. Any document and BDEEs retained by DLC on completion of the services (including documents legally belonging to the Client Group) may routinely be destroyed in accordance with the DLC Entities' policies applying from time to time.	Compliant
17	Marketing Material & Use of Name	Neither the DLC Entities nor the Client Group shall use the other's trademarks, service, marks, logos and/or branding in external publicity material without such other party's prior written consent. However the DLC Entities may refer to the names of the client group and the performance of the services in (i) marketing and publicity materials as an indications of its experience, and (ii) in internal data systems.	Compliant
18	Spreadsheets, Models and Tools	In the course of providing the Services, DLC may make reference to spreadsheet, models and tools (together "Models") that the Client provides to DLC or request DLC to rely upon ("Client Models") or that DLC otherwise uses in connection with the services ("DLC Models"). All Models have limitations and may not produce valid results for all possible combinations of input data with the result that actual and potential errors are not detected. Unless otherwise expressly agreed in the Contract (i) DLC will not be responsible for reviewing, testing or detecting any errors in any client models, (ii) no DLC Model will be	Compliant



		provided or treated as Advice and (iii) where DLC provides any DLC Model by way of explanation or illustration of any Advice, DLC makes no representation, warranty or undertaking (express or implied) of any kind about the accuracy, suitability or adequacy of any such DLC Model for the Client's own needs.	
19	Data Protection	<p>a) Each party shall comply with its respective obligations under the applicable data protection laws, including the Personal Information Protection Act (PIPA) to the extent that in connection with the contract and the services a party stores, processes and transfers any Personal Data to which data protection laws apply ("Personal Data"). In relation to any Client Group or 3rd party Personal Data which is processed by DLC as part of the Services, DLC as data processor (trustee under PIPA of Republic of Korea will process such Personal Data only (i) in accordance with the lawful and reasonable instructions of the Client and (ii) in compliance with legally required security obligations applicable to a data processor.</p> <p>b) The Client confirms that it has obtained all legally required authorizations to transfer any personal data to DLC and its Subcontractors including across borders.</p>	Compliant
20	Anti-corruption	DLC understands that the Client Group maybe subject to laws that prohibit bribery and/or providing anything of value to government officials with the intent to influence that person's actions in respect of the Client Group. DLC may be subject to similar laws and codes of professional conduct and has its own internal policies and procedures which prohibit illegal or unethical behaviour. In providing Services, DLC undertakes not to offer, promise or give financial or other advantage to another person with the intention of inducing a person to perform improperly or reward improper behavior for the benefit of the Client Group, in each case in violation of applicable law.	Compliant
21	Counterparts and Language	The Contract may be signed in any number of counterparts (whether such counterparts are original or fax or in the form of a pdf attachment to an email). Each signed counterpart shall be deemed to be an original thereof but all the counterparts shall together constitute one and the same instrument. Where there are versions of the Contract in the English language and another language, in the event of any discrepancies between versions, the English language version shall prevail.	Compliant
22	Entire Agreement, Modification and Effectiveness	Nothing discussed prior to execution of the Contract induced, nor forms parts of, the Contract except to the extent repeated in the Contract. The Contract supersedes any previous agreement, understanding or communication, written or oral, relating to its subject. No variation to the Contract shall be effective unless it is documented in writing and signed by the authorized representatives of both parties, provided, however the scope of the services may be changed by agreement of the parties in writing, including by e-mail or fax. If DLC has already started work (e.g., by gathering information, project planning or giving initial advice) at the request of the Client then the Client agrees that the Contract is effective from the start of such work.	Compliant
23	Survival and Interpretation and Third Party Beneficiary	<p>a) Any provisions of the Contract which either expressly or by their nature extend beyond the expiration or termination of the Contract shall survive expiration or termination.</p> <p>b) If any provision of the Contract is found by the Court of competent jurisdiction or other competent authorities to be unenforceable in whole or in part such provision or the affected part should not affect other provision, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. Each of the provisions of the Contract [or any Work Order] shall apply to the fullest extent of the law, whether in contract, statute, tort (including without limitation negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation".</p> <p>c) DLC Entities are intended third-party beneficiaries of the Contract. Each such DLC Entity may in its own right enforce such terms, agreements and undertakings.</p>	Compliant
24	Governing	This Contract, and all matters relating to it, (including non-contractual obligations) shall be	Compliant



	Law and Submission to Jurisdiction	governed by, and construed in accordance with, the laws of the Republic of Korea (without giving effect to the choice of law principles thereof). Any action or proceeding arising out of or relating to this Contract or the Services shall be brought and maintained exclusively in the Republic Korea Seoul Central District Court. Subject to Paragraph 25, the parties hereby expressly and irrevocably (i) submit to the exclusive jurisdiction of such courts for the purposes of any such action or proceeding and (ii) waive, to the fullest extent permitted by law, any defense of inconvenient forum to the venue and maintenance of such action in any such courts. Nothing in this Paragraph will prevent either party, any time before or after the dispute resolution procedures are invoked, from commencing legal proceedings to protect any intellectual property right, trade secrets or confidential information or to preserve any legal right or remedy.	
25	Dispute Resolution	The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with the Contract promptly through negotiations between senior management. If the matter is not resolved through negotiation, then either party may request that a good faith attempt is made to resolve the dispute or claim by participating in an Alternative Dispute Resolution procedure ("ADR"). If the dispute or claim has not been resolved within 60 days of a request of the matter. Nothing in this Paragraph prevents either party, at any time before or after the dispute resolution procedures are invoked, from commencing legal proceedings to protect any intellectual property rights, trade secrets or confidential information or to preserve any legal right or remedy.	Compliant
26	Disclosure Laws	DLC may be obliged to notify authorities of certain types of arrangements and of proposal to implement such arrangements. The decision to make such a notification, its timing and content, is a matter that DLC reserves entirely to its sole discretion. However, DLC may inform the Client if DLC proposes to make, or has made, any such notification that DLC believes may be relevant to the services. DLC may also be obliged to notify those authorities of the participants in those arrangements. The Client may also have obligations under the same legislature to give notification of such arrangements. Where there are other current or future laws or regulations in any jurisdiction that require disclosure relevant to DLC's Services, DLC will also comply with those disclosure requirements. For avoidance of doubt nothing in this Contract restricts the Client [or any other Beneficiary] from disclosing any deliverables or any other advice to any relevant taxation authority.	Compliant

S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
20	Employee Contracts/Offer Letters	Agreement for Temporary Staffing	Test Company Private limited and PQR Private Limited	Not Available	30/08/2018	Not Available	10
Clause No	Clause Name	Particulars					Compliance Status
1	Contract Term and Work Orders	a) This Agreement shall come into force with effect from 01st September 2018 and will continue to remain in force for a period of three years i.e. up to 31st August 2019 , unless terminated earlier. Thereafter this Agreement may be renewed on the terms and conditions as may be mutually agreed between the Parties.					Compliant



		<p>b) This Agreement is subject to special terms and conditions, mutually agreed to between the Parties, which shall be included in the individual work order/requisition (the "Work Order"), a specimen copy whereof is annexed as Annexure "A" to this Agreement.</p> <p>c) Unless otherwise agreed in writing by the authorized personnel of the Company and the Service Provider, their terms mentioned in the Work Order shall prevail over any other terms or conditions.</p> <p>d) No variation or alteration of the terms mentioned in the Work Order shall be valid unless approved in writing by both the Parties. To make any change to the Work Order, the Parties may agree upon an amended Work Order or issue a separate document/communication amending the Work Order.</p>	
2	Nature of Service and Personnel	<p>a) The Service Provider shall depute certain personnel ("Personnel") to the Company, to provide the following services.</p> <p>b) The Personnel shall be employees of the Service Provider and shall not be considered as employees of the Company.</p> <p>c) The Company will have the right to interview all the Personnel and the Company's decision as to suitability in all respects of any of the Personnel will be considered final and binding upon the Service Provider.</p> <p>d) The Personnel engaged by the Company will adhere to the Company's normal working hours and days and if required will submit to the Company's attendance recording system. Accordingly the Service Provider will follow the working hours and days of the Company while entering into contract with hired personnel. It is further clarified that the Personnel will be entitled to the leave policy of the Company.</p> <p>e) In the event that any of the Personnel, resigns from the Service Provider, or his/her employment has been terminated, by the Service Provider, within Forty-Five Days (45 days) of the being sent to the Company to provide the Services, the Parties agree that the Service Provider shall, in such instances, provide a one-time replacement, at no additional cost to the Company.</p>	Compliant
3	Billing and Payment Taxes	<p>a) In consideration of the Services provided by the Service Provider to the Company, the Company shall pay the Service Provider fees as detailed below: 1) One time recruitment fee to the Service Provider will be fixed fees of @ INR 6,000/-, Per Personnel + GST at actuals within 7 days of candidate joining. (Only if Service Provider does the Sourcing) 2) For servicing on behalf of the Company and keeping them on the payroll of the Service Provider, the COMPANY shall pay servicing fee to the Service Provider fixed fees of @INR 700/- plus GST, per associate, per month.</p>	Compliant



		<p>b) The Company will effect monthly payments against the invoices submitted by the Service Provider as per SLAs (Service Level Agreements) agreed for each Work Order. All amounts payable by the Company to the Service Provider under this Agreement will be subject to deduction of tax at source or any other deduction as may be statutorily required. The Company shall provide the Service Provider with documentation evidencing such withholding of tax.</p>	
		<p>c) The Service Provider will charge the Company for Services rendered by it and the same will be determined by any of the following: 1) Notification of and/or time sheets for hours of Service by the Personnel on behalf of the Company. Such time sheets are required to be signed by the authorized personnel of the Company, who shall be responsible for the supervision of the Personnel. It is clarified that in case the number of hours have been agreed to in the Work Order, notification from the Company would not be required. 2) Any action by the Company that may reasonably cause the Service Provider to believe that it is justified in paying the Contract Personnel.</p>	
4	Statutory/Government Regulations	<p>a) The responsibility for complying in all respects with the provisions of all statutes, rules and regulations of the Government and other relevant statutory bodies under various Acts, including but not limited to the Minimum Wages Act, Employees State Insurance Act, Employees Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act and Contract Labour (Regulation & Abolition) Act, 1970 and Payment of Gratuity Act, 1972 will be solely that of the Service Provider and the Company will not be liable in this respect in any manner whatsoever, except to the extent such laws are applicable to the Company in its capacity as a principal employer.</p>	Compliant
		<p>b) The Service Provider shall, in its capacity as employer on record of the Personnel be legally liable to pay gratuity to Personnel who are entitled to gratuity upon exiting employment. However, the cost of such gratuity pay-out shall be reimbursed by the Company to the Service Provider, to the extent of the length of service provided by the Personnel to the Company and would be included within reimbursement of costs of the Service Provider. The Service Provider shall provide the necessary supporting documentation in relation to such reimbursements.</p>	
5	Representation and Warranties of the Service Provider	<p>The Service Provider represents, warrants, and covenants to the Company that: 1) The Service Provider is a company duly organized, validly existing, and in good standing under the laws of India; and 2) The Service Provider has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consent or other actions not already obtained.</p>	Compliant
6	Representation and Warranties of the Company	<p>The Company represents and warrants to the Service Provider that: 1) The Company is a company duly organized, validly existing, and in good standing under the laws of India; 2) The Company has the full power and authority to enter into and perform this Agreement and to perform its obligations hereunder, without the need for any consents, approvals, or other actions, not already obtained.</p>	Compliant
7	Indemnity	<p>a) The Service Provider agrees to indemnify, hold harmless, and defend the Company and its officers, directors, employees, agents and subcontractors from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including attorneys' fees and court costs) ("Losses") which arise out of (i) any breach of this Agreement by the Service Provider; or (ii) any gross negligence or willful misconduct by the Service Provider or its employees, agents or subcontractors.</p>	Compliant



		b) The Company agrees to indemnify, hold harmless, and defend the Service Provider and its officers, directors, employees, agents and subcontractors from and against any and all Losses which arise out of (i) any breach of this Agreement by the Company: (ii) any gross negligence or willful misconduct by the Company or its employees, agents or subcontractors.	
8	Liability	<p>a) In no event shall either Party be liable for any special, indirect, consequential, exemplary, or incidental damages, however caused, arising out of or relating to this Agreement, even if such Party has been advised of the possibility of such damages.</p> <p>b) The aggregate liability of each Party for damages under this Agreement, regardless of the form of the action and whether in contract or in tort, including negligence, shall be limited to the aggregate fees paid to the Service Provider under the applicable Work Order.</p> <p>c) The Service Provider shall have no liability to the Company to the Company for any loss, damage, costs, expenses, or other claims for compensation arising from any instructions from the Company which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival or any other fault of the Company.</p>	Compliant
9	Confidentiality	<p>a) "Confidential Information" means all data and information of a confidential nature, including but not limited to licenses, patents, rights and trade secrets, inventions, disclosures, processes, ideas, systems, methods, formulae, devices, trademarks, intellectual properties, instruments, know how, improvements, materials, products, patterns, compilations, data, techniques, sequences, designs, research or developmental activities, specifications, computer programs, source and object codes, mask works, works of authorship, prices or other financial data, marketing plans, budgets, opportunities, financial statements relating to the business products, policies and projects or services of the Company</p> <p>b) The Service Provider recognizes that during the term of this Agreement, it will be provided with and have access to substantial Confidential Information of the Company. The Service Provider recognizes that such Confidential Information is extremely valuable to the Company and the breach of confidentiality obligations herein may cause damage to the Company.</p> <p>c) The Service Provider agrees to (i) hold the Confidential Information of the Company strictly in confidence; not disclose, deliver, provide, disseminate, or otherwise make available to any third party, directly or indirectly, the Confidential Information; (ii) at all times, maintain appropriate internal policies and procedures sufficient to satisfy its obligation hereunder; and (ii) hold its Personnel to strict confidentiality obligations.</p> <p>d) In protecting the Confidential Information, the Service Provider shall take at least the same degree of care that it uses to protect its own confidential information of similar nature and importance and in no event, take less than reasonable care to protect such Confidential Information, including entering into agreements with the Personnel containing the same or similar terms in relation to protecting the Confidential Information.</p> <p>e) The obligations of the Service provider in relation to the Confidential Information shall not relate to such information which is known or becomes known to the Service Provider other than (i) due to the violation of a legal obligation by the Service Provider; or (ii) from the Personnel. In the event that the Service Provider is required to disclose any Confidential Information to a government authority, the Service Provider may do so to the extent required after providing reasonable notice of its intention to do so to the Company.</p>	Compliant



10	Force Majure	<p>a) Agreement may be suspended by either Party if either Party is unable to perform its obligations by reason of an act of God, fire, flood, explosion, electrical failure, strikes, lock-outs, outbreak of hostilities, riots, civil disturbances, acts of terrorism, natural disasters, national emergency, Central or State government action or any other cause which is beyond the reasonable control of the Parties ("Force Majure Event").</p> <p>b) The Party claiming that a Force Majure Event has occurred must promptly inform the other party of the occurrence of such event and shall make best efforts to alleviate the effects of such Force Majure Event by any other actions that may be reasonably possible.</p> <p>c) If a Force Majure Event continues to prevent or delay the performance of such Party for more than 28 days, the other Party will be entitled to terminate the Contract with immediate effect, upon written notice to the Other Party, with regard to the unperformed part of the Contract.</p>	Compliant
11	Termination	<p>a) Either Party shall be entitled to terminate this Agreement at any time by giving not less than 1 (One) month written notice to the other without assigning any reason.</p> <p>b) Either Party may (without limiting any other remedy) at any time terminate this Agreement by giving written notice of 7 days to the other, apart from other appropriate remedial action, if the other commits any breach within 30 days after being required by written notice to do so, or if the other goes into liquidation or makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.</p>	Compliant
12	Anti Poaching	<p>If the Company, or any business of which the ownership or control is directly or indirectly associated with the Company at any time during the term of the Agreement, then the Company shall pay to the Service Provider by way of liquidated and ascertained damages an amount equal to 30% of the new annual wage and/or annual cash package of the Personnel which the Parties agree is a genuine pre-estimate of the loss suffered by the Service Provider. The applicability of liquidated and ascertained damages applies to all staff whether permanent employees alone.</p>	Compliant
13	Governing Law and Dispute Resolution	<p>a) This Agreement shall be governed by the laws of India, without reference to its conflict of laws rules.</p>	Compliant



		<p>b) Any dispute in relation to this Agreement shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat and venue of the arbitration shall be Pune, India and the arbitration proceedings shall be conducted in English.</p>	
		<p>c) Subject to the above, either Party shall be entitled to the issuance of injunctive or equitable relief by any court of competent jurisdiction relating to breach or threatened breach of all obligations under this Agreement.</p>	
14	General	<p>a) This Agreement together with the Annexures constitutes the entire agreement between the Parties with respect to the subject matter hereto and supersedes any previous agreement or understanding thereof. This Agreement may be amended only by an instrument in writing duly executed by both the Parties.</p> <p>b) Notices to be provided under this Agreement shall be in writing and delivered to the addresses of the Parties as mentioned hereinabove. Such notice may be sent by hand delivery with acknowledgment obtained or through internationally recognized courier. Provided that a notice may also be sent by electronic mail if also sent the same day by either of the methods mentioned above. Notices shall be deemed to have been received, in the case of hand delivery or courier, on the day after the date of delivery, and if also sent by electronic mail, on the day after the day of transmission of such electronic mail.</p> <p>c) No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.</p> <p>d) If any provision of this Agreement is held by any competent authority to be invalid, unenforceable, or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision, which will be replaced with a legally valid provision that most nearly reflects the same purpose as that of the deleted provision.</p> <p>Nothing in this Agreement shall have the effect of creating a joint venture between the Parties or the creation of a principal-agency or employment-employee relationship. The Parties have contracted to this Agreement strictly on a principal to principal basis.</p>	Compliant

S.No.	Contract Type	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
21	Gift Deed	Mother to Son and Daughter Gift	Smt. Nand Sri D and Smt. S	XXXXXXXXXXXX	17.01.2018	Not Available	13
Clause No	Clause Name	Particulars					Compliance Status
1	Donor gifts with her consent to donees	The donor is the sole absolute owner of the Immovable Warehouse Property bearing Sy 82 (old Sy 82/1) having BBMP Katha No. XX, situated at JKL Village, Bangalore ; and wants to gift the property to her son and daughter as the donee with her consideration, consent and without any external force and cause, just out of love and affection.					Compliant



	who are donor's son and daughter respectively		
2	The following clause in the agreement defines the "donee"	According to the agreement the donees here are the legal heirs or representatives, administrators or executors of the donor. In the following agreement 2 donees are present first being the donor's son D. Santhosh and the other being the donor's daughter D. Shwetha.	Compliant
3	Witnesseth as follows	It has been witnessed that the donor is the sole and absolute owner in peaceful possession and enjoyment of the Immovable Warehouse Property bearing Sy 82 (old Sy 82/1) having BBMP Katha No. XX, situated at JKL Village, Bangalore Whereas the above-said property is obtained by donor through items 3, 4 and 5 mentioned in release deed Vide document no. XXXXXXXXXXXXXXXX, of Book-I, stored in CD no. XXXXXX, Dated: 10/10/2018, registered in the office of the Sub-Registrar, Byatarayanapur, Bangalore. Further vendor has constructed separate warehouse structures particularly described as 'Schedule A' and 'Schedule B' property.	Compliant
4	Donor agrees to transfer the ownership and the decisions of the property to the donee.	The donee has maintained and agreed on the same as the donee are the donor's son and daughter respectively so the property will actually stay in the family only but through their whole family can enjoy the property but still the decision making power and the ownership after the deed is completed will get transferred to the legal heirs or the donee to whom the owner has transferred the property.	Compliant
5	The taxes paid by the donor.	All the taxes related with the property has been paid by the donor before the transfer to the donee, the donor out of immense love and affection has paid for all of it and the son or the daughter doesn't have to pay any of it.	Compliant
6	Without fraud, coercion or undue influence the donor transfers the property as gift deed to the donee	The donor according to the following clause transfers the property without any fraud, coercion or undue influence. The donor must transfer as mentioned i.e Schedule A to her son Sri.S and Schedule B to her daughter Smt. D as they are the assigned donees of the respective properties out of love and affection by the donor who is their mother.	Compliant
7	No manner of right, title or authority of the donor once the transfer is made	The donor in the following clause declares that once the transfer is made to the donee, the donor won't have any right, title or authority over the property. Any fine made or taxes incurred on the property after the transfer would be paid and handled by the donees. After the transfer the Katha incurred on the property will be given to the donees or the new owners of Schedule A and Schedule B after the transfer. The donor hereby undertakes to do or cause to be done all acts, deeds and more things which are legally and reasonably required to be done in order to more friendly and perfectly assuming the title of donees. It is on the donor to transfer and clear out the transfer and the schemes and also the relevant documents to be transferred by the donor to the donee in the given time.	Compliant
8	Schedule A property	Schedule A property gifted to donee Sri D. Santhosh where all that piece and parcel of the immovable warehouse land property whose total area measuring 66,840 square feet with warehouse structure built upon it has been gifted by donor Smt. N and now belongs to Sri. S would be taking all the decisions and owns it.	Compliant
9	Schedule B property	All that piece and parcel of the immovable warehouse land property situated at Jakkur village, Yelahanka Hobli, Bangalore north taluk; total land area measuring 30,730 square feet with warehouse structure built upon it has been gifted by the donor Smt. N to her	Compliant



		daughter Smt. S and thus after the transfer has been completed Smt.S will become the owner of the property and has to pay the taxes for it in the future when required and the decisions about the property for the same would be taken by Smt. S.	
10	In witness whereof	In witness whereof, the donor and the donees have affixed their signature to this deed on 17/01/2018 and have mutually come to this agreement with proper consent without any fraud, coercion and undue influence.	Compliant

IV. Contract Stats

Total No of Contracts	23
Total Continued	23
Total Expired	0

Findings & Recommendations

Employee contracts of all employees were not made available at the time of the audit, the reason stated being confidentiality of the employee details- particularly salary and name.

Observation:

(a) It is noted that stamp duty has not been paid on some of the contracts entered into by the Company. Section 35 of the Indian Stamp Act, 1899 provides that instruments not duly stamped would be inadmissible as evidence. In such a case, the parties would not be able to seek enforcement or rely on such agreements in legal proceedings, until the stamp duty (including penalty amounts on adjudication for delay in payment of stamp duty) has been paid on the document.

(b) It is noted that in certain agreements boilerplates clauses such as those pertaining to confidentiality, assignment, indemnity, relationship, governing law & jurisdiction are not present. It would be in the best interest of the Company to ensure that all boilerplate clauses are enshrined in every contract for the sake of smooth governance and protection to the Company.

(c) It is noted that some of the contracts are executed by employees / 'authorised signatories of the Company' (other than Directors of the Company), for and on behalf of the Company. We note that there is no board resolution authorising such individuals to enter into contracts for and on behalf of the Company. Hence, the Company may undertake to provide a post facto approval to such individuals for the specific contracts signed by them and ensure that proper authorisation by way of a board resolution or a power of attorney is provided to such individuals in the future for execution of contracts for and on behalf of the Company.

Assignment 7: Lawsuits, Notices & Legal

Report

I. Laws Applicable	
1. Indian Penal Code	
2. Code of Civil Procedure	
3. Code of Criminal Procedure	



4. Indian Evidence Act	
II. Legal Notices	
1. Total No of Legal Notices Issued	0
2. Total No of Legal Notices Received	0
3. Total No of Legal Notices Replied	0
III. Law Suits	
1. Total No of Law Suits Filed	0
2. Total No of Law Suits Defending	0

Findings & Recommendations

The Company has represented that it does not have any pending litigation, arbitration, or administrative penalties imposed by government departments or other pending cases.

Assignment 8: Cyber/IT/Software Compliances

Report

I. Laws Applicable					
Information Technology Act					
II. Softwares Used	Date of Purchase	License Validity	No of Pages	License/Ref No	Compliance Status
Microsoft Windows/Other	date of purchase of systems used	Not Available	0	Not available	Compliant
UNIX and Linux	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Network design and implementation	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Database administration	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Security information and event management	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Telephony and	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable



Voice over Internet Protocol (VoIP)					
Other Software	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
III. Cybersecurity risk and compliance management	Date of Assessment	Assessed By	Compliance Status		
1. Compliance monitoring	Not applicable	Not applicable	Not applicable		
2. Issue and corrective action planning	Not applicable	Not applicable	Not applicable		
3. Regulatory and exam management	Not applicable	Not applicable	Not applicable		
4. Risk and compliance assessment and management	Not applicable	Not applicable	Not applicable		
5. Integrated requirements and control framework	Not applicable	Not applicable	Not applicable		
IV. Threat and vulnerability management	Date of Assessment	Assessed By	Compliance Status		
1. Incident response and forensics	Not applicable	Not applicable	Not applicable		
2. Application security testing	Not applicable	Not applicable	Not applicable		
3. Threat modeling and intelligence	Not applicable	Not applicable	Not applicable		
4. Security event monitoring and logging	Not applicable	Not applicable	Not applicable		
5. Penetration testing	Not applicable	Not applicable	Not applicable		
6. Vulnerability management	Not applicable	Not applicable	Not applicable		
V. Data management and protection	Date of Assessment	Assessed By	Compliance Status		
1. Data classification and inventory	Not applicable	Not applicable	Not applicable		
2. Breach notification and management	Not applicable	Not applicable	Not applicable		
3. Data loss prevention	Not applicable	Not applicable	Not applicable		
4. Data security strategy	Not applicable	Not applicable	Not applicable		
5. Data encryption and obfuscation	Not applicable	Not applicable	Not applicable		
6. Records and mobile device management	Not applicable	Not applicable	Not applicable		



VI. Cyber Security Training & Awareness	Date of Assessment	Assessed By	Compliance Status		
1. Security training	Not applicable	Not applicable	Not applicable		
2. Security awareness	Not applicable	Not applicable	Not applicable		
3. Third-party responsibilities	Not applicable	Not applicable	Not applicable		
VII. Crisis management and resiliency	Date of Assessment	Assessed By	Compliance Status		
1. Recover strategy, plans and procedures	Not applicable	Not applicable	Not applicable		
2. Testing and exercising	Not applicable	Not applicable	Not applicable		
3. Business impact analysis	Not applicable	Not applicable	Not applicable		
4. Business continuity planning	Not applicable	Not applicable	Not applicable		
5. Disaster recovery planning	Not applicable	Not applicable	Not applicable		
VIII. Security Operations	Date of Assessment	Assessed By	Compliance Status		
1. Change management	Not applicable	Not applicable	Not applicable		
2. Configuration management	Not applicable	Not applicable	Not applicable		
3. Network defence	Not applicable	Not applicable	Not applicable		
4. Security operations management	Not applicable	Not applicable	Not applicable		
5. Security architecture	Not applicable	Not Applicable	Not applicable		

Findings & Recommendations

Findings:

All cybersecurity and software requirements are taken care of by parent company. Therefore all categories are non-compliant.

Assignment 9: Properties (Movable & Immovable)

Report

Contract / Lease of Immovable Property

S.No.	Contract Name	Parties to Contracts	Document No	Effective Date	Validity Date	No of Pages
1	Article 30 Lease of Immovable Property	Test Company Private Limited., Mr. K and Mr. S	NA	1-Apr-19	28/02/20	2
Clause Name		Particulars	Compliance Status			
Object		The Lessors and Lessee mutually agreed that the rent per month inclusive	Compliant			



	of common block charges, water charges and club fees payable by the Lessee to the Lessor for Schedule premice shall be Rs. 1,60,000/- per month.	
Duration	This addendum shall be period of 11 months effective from 01 April 2019 until 28 February 2020. Any renewal after the initial 11 months shall only by mutual consent of the parties as regards to the period.	Compliant
Agreement	1. The rent shall be equal amongst the two lessors as per the Lease Agreement dated 12 May 2017	Compliant
	2. All other terms and conditions of the Lease Agreement not specifically mentioned herein above, shall remain unaffected and shall apply to this Addendum	Compliant

Analysis of Rent Agreement

Clause No	Clause Name	Particulars	Compliance Status
1	Rent	<p>a) The rent per month inclusive of common block maintenance charges, water charges, and Club uses fees payable by the LESSEE to the LESSOR for the SCHEDULE PREMISES shall be Rs. 1,25,000/- (Rupees One Lakh Twenty-Five Thousand only) per month, one time non-refundable SCHEDULE PREMISES modification charges Rs. 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) Paid to Krishna Kumar Rs. 3,60,000/- ch. No. 000092 HDFC Bank Sahakar Nagar, Bangalore and no maintenance charges applicable to LESSEE. This rental amount is exclusive of electricity, cable, T.V. and internet connection.</p> <p>b) The rent shall be paid on or before the 5th day of the month for which it is due e.g. June rent shall be paid by the 5th of July. If the 5th of the month is a public holiday, it may be paid on the following working day. Rent should be remitted to the LESSOR's equally 1) Mr. K SB A/C number XXXXXXXXXX, in DCB Bank Ltd. Rajajinagar Branch Bangalore- 560010, India IFSC Code: DCBL0000071. The said rent is exclusively of electricity charges, water charges, and phone/cable charges, which shall be paid by the LESSEE and the receipt obtained from the relevant authorities by the LESSEE.</p> <p>c) Immediately upon so remitting the monthly rent, intimation should be sent to the LESSOR on email id: ABC123@gmail.com and phone number XXXXXXXXXX to enable the LESSOR to</p>	Compliant



		verify the credit in his account. This arrangement will become operational immediately. d) LESSEE shall deduct TDS of the rent amount towards tax deduction at source (TDS) as per section 194I of the Income Tax Act, 1961	
2	Duration	The duration of this Agreement of Lease in respect of the SCHEDULE PREMISES shall be initially for the period of 11 (eleven) months, commencing from 1st June 2017.	Compliant
3	Renewal	The LESSEE have requested for a lease period of 1 (one) term of 11 (eleven) months. Any renewal after the initial 11 months shall be only by mutual consent of the parties as regards the period and other terms but if the renewal is agreed to between the parties, the rent will be raised by 5% for each period of extension over the previous period rent. The intention to seek renewal needs to be notified by the LESSEE to the LESSOR in writing one month in advance of the expiry of the lease deed/ rental agreement in force.	Compliant
4	Security Deposit	a) The LESSEE have paid a sum of Rs. 16,00,000/- (Rupees Sixteen Lakh only) to the LESSORS, as an interest free refundable security deposit, in the presence of the witness attesting hereunder, the receipt of which LESSORS have accepted and acknowledged to the LESSEE. In other words the said Security Deposit shall be kept deposited individually to each of the LESSORS in the equal proportion, i.e. Rs. 8,00,000/- (Rupees Eight Lakhs Only) per LESSOR by way of cheque as follows: i) Mr.K Rs 5,00,000/- ch. No. XXXXXX HDFC Bank Sahakar Nagar, Bangalore. ii) Mr.K Rs 3,00,000/- ch. No. XXXXXX HDFC Bank Sahakar Nagar, Bangalore. iii) Sunita Goyal Rs. 8,00,000/- ch. No XXXXXX HDFC Bank Sahakar Nagar, Bangalore.	Compliant
		b) The said Refundable Deposit shall be refunded to the LESSEE immediately at the time of LESSEE vacating and handing over the peaceful possession of the SCHEDULE PREMISES to the LESSOR in good condition subject to deductions towards dues in respect of electricity, telephone, water, club usage charges, unpaid rent if any and damages caused to the premises and fittings if any, excepting allowance for normal wear and tear	Compliant
5	Rates/ Taxes/Outgoing s	The LESSOR shall bear and pay the cess and property taxes to the Corporation of the City of Bangalore or any other statutory authority in respect of the Schedule Premises including deposits to	Compliant



		be made for the water and electricity connections.	
6	Electricity Charges	The LESSEE shall bear and pay the charges for the electricity consumed and as well as the cable, telephone and internet connection charges. At this time, the water charges are included in the common block maintenance charges.	Compliant
7	Membership of the Club	The LESSOR shall bear and pay the charges for the club uses fees in as applicable Apartment club facility.	Compliant
8	Inspection and Entry	The LESSOR or their authorized representative shall be entitled to enter upon the SCHEDULE PREMISES with prior notice to inspect the same to satisfy themselves that the SCHEDULE PREMISES is being used in accordance with the terms of the lease deed.	Compliant
9	Repairs and Maintenance	LESSEE is given the privilege to report any malfunctioning of any installed appliances within the (1st) month of occupancy. This will be addressed at the cost of the LESSOR. The LESSEE shall keep the SCHEDULE PREMISES and its fixtures and fittings in good condition subject to normal wear and tear and shall not cause or suffer any damage thereto. If any damage takes place, LESSEE should repair the same at their cost and shall attend to the routine maintenance of the SCHEDULE PREMISES. However, the LESSOR is at liberty to deduct the amount out of the security deposit advance amount towards any unrepaired damages over and above the normal wear and tear, and the amount, therefore, to be incurred for necessary repairs. Whether or not to deduct and the amount of such deduction to be decided only after discussion between LESSOR and LESSEE and mutual consent between the 2 parties. In case of any material damage or modification which is made without the LESSOR's consent, the LESSOR is at liberty to deduct the cost of repair from the security deposit.	Compliant
10	Use of Premises	<p>a) The LESSEE shall use the SCHEDULE PREMISES to Mr.Young Sam Kim & his family for residential purpose only.</p> <p>b) The LESSEE shall not use the premises for any offensive trade purposes; they shall also not store any hazardous, explosive materials which may cause the risk of fire and collateral damages to the premises and the building. The LESSEE shall not use the common area like a corridor for storing personal effects.</p> <p>c) The LESSEE and their family who reside in the schedule premises shall conduct themselves in accordance with</p>	Compliant



		<p>the rules & regulations and the Bye-Laws of the Association of Apartment owners as applicable to the residents and as are applied for the sake of harmonious living of the community of residents. Any violation of the rules of the Association which will reflect upon the LESSOR and their obligations to the Association shall be deemed to be an infringement of this Agreement and the LESSOR are in such an event free to take such actions as may be warranted, including termination of the agreement for material breach.</p>	
11	Bar on Additions/ Alterations, Sub-Letting	<p>During the duration of this lease, the LESSEE, at their own cost, shall be entitled to install air conditioners, LCD Televisions, air coolers, refrigerators, washing machines, cooking ranges and other domestic appliances and telephone and cable connections without causing damage to the premises. However, the LESSEE shall not carry out any structural additions or other alterations to the premises without prior written consent of the LESSOR and shall restore the scheduled premises to its original condition prior to handing back of the property. The LESSEE shall not sub-let, assign or otherwise part with the possession of the SCHEDULE PREMISES to or in favour of anyone else.</p>	Compliant
12	Delivery Back	<p>On termination of the lease period, the LESSEE shall duly deliver back possession of the SCHEDULE PREMISES along with the fixtures, fittings, as mentioned in schedule 2 hereof to the LESSOR in the condition in which it is let out subject to natural wear and tear and against payment of Refundable Deposit.</p>	Compliant
13	Notice of Termination	<p>The duration of this agreement is for a period of eleven (11) months. Neither party can terminate this lease agreement for the first 10 (Ten) months (the "lock-in period of 10 months"). Failing to observe this condition of 'lock-in period' will entitle the LESSOR or LESSEE for compensation equal to the rent for the balance period for completion of the first ten months. After the expiry of the first ten (10) months, either party (LESSOR or LESSEE) can terminate the lease agreement with 1 (one) months' notice or by payment of 1 (one) months' rent in the lieu of the said notice. Notwithstanding the above, in the event of the LESSEE failing to pay the rent for 1 (one) consecutive months or in case of any material breach of this agreement, the LESSOR shall be entitled to treat the same as breach and terminate the lease within the lock-in</p>	Compliant



		period by 1 (one) month notice and shall be at liberty to enter and repossess the SCHEDULE PREMISES. Any notice by either side shall be given at the address given above to the LESSOR and at the address of the schedule premises to the LESSEE. The LESSEE is required to furnish his office contracts and address who agree to update the information when any change takes place.	
14	Stamp Deposit	The stamp duty, registration fee, taxes and other expenses, if any which are payable or which may become payable by the 'LESSEE' as a result of changes in the law shall be solely borne by the LESSEE.	Compliant

Findings & Recommendations

The company has entered into two lease agreements for immovable properties. Both agreements compliant.

The Company has represented that it does not own any immovable property.

Assignment 10: Major Account Payable & Receivables

Report

Test Company Private Limited Accounts Receivable as on 31st March, 2019

Customer Code	Business Relation Name	Invoice Type	Invoice Date	Due Date	Total (INR)
C05695	ABC COMPANY LIMITED	Invoices	06-12-2018	20-01-2019	40,536.38
C06071	CDT COMPANY LIMITED	Invoices	19-12-2018	02-02-2019	13,10,020.32
C06702	XYZ COMPANY LIMITED	Invoices	14-03-2019	28-04-2019	1,73,558.63
C06709	PQR COMPANY LIMITED	Invoices	09-01-2019	23-02-2019	23,860.95
C07101	VTU COMPANY LIMITED	Invoices	29-03-2019	13-05-2019	82,947.04
C07123	POR COMPANY LIMITED	Invoices	12-04-2018	27-05-2018	2,131.84
C07128	LMN COMPANY LIMITED	Invoices	26-02-2019	12-04-2019	9,835.28
			27-03-2019	11-05-2019	8,274.20
			28-03-2019	12-05-2019	1,73,416.99
C07206	STV COMPANY LIMITED	Invoices	13-03-2019	27-04-2019	1,255.97
			15-03-2019	29-04-2019	446.58
C07212	JKL COMPANY LIMITED	Invoices	06-03-2019	20-04-2019	257.52
			13-03-2019	27-04-2019	1,397.25
C07213	GHI COMPANY LIMITED	Invoices	08-03-2019	22-04-2019	8,684.61
			19-03-2019	03-05-2019	15,938.92
C07220	YTV COMPANY LIMITED	Invoices	29-03-2019	13-05-2019	1,44,423.01
C07230	DEF COMPANY LIMITED	Invoices	11-02-2019	28-03-2019	5,813.88
C07233	RST COMPANY LIMITED	Invoices	29-03-2019	13-05-2019	14,879.98
C07288	EGF COMPANY LIMITED	Invoices	08-01-2019	22-02-2019	4,592.13
C07290	CJK COMPANY	Invoices	20-03-2019	04-05-2019	7,50,873.25



	LIMITED		29-03-2019	13-05-2019	3,30,527.07
C07346	SLK COMPANY LIMITED	Invoices	28-03-2019	12-05-2019	64,888.69
C07366	PNL COMPANY LIMITED	Invoices	11-01-2019	25-02-2019	17,874.12
			27-03-2019	11-05-2019	9,60,137.43
C07399	RST COMPANY LIMITED	Invoices	18-03-2019	02-05-2019	5,212.07
C07409	SGK COMPANY LIMITED	Invoices	13-11-2018	28-12-2018	468.73
			31-10-2018	15-12-2018	44.77
C07414	KHR COMPANY LIMITED	Invoices	25-10-2018	09-12-2018	133.24
C07424	YTR COMPANY LIMITED	Invoices	26-03-2019	10-05-2019	2,18,536.57
C08084	IOP COMPANY LIMITED	Invoices	22-02-2019	08-04-2019	2,263.24
C08086	JLK COMPANY LIMITED	Invoices	11-03-2019	25-04-2019	1,00,994.33
			16-05-2018	30-06-2018	2,292.52
C08090	KMN COMPANY LIMITED	Invoices	25-03-2019	09-05-2019	1,40,073.65
C08104	DRG COMPANY LIMITED	Invoices	05-03-2019	19-04-2019	1,57,553.48
			18-03-2019	02-05-2019	4,518.34
			26-03-2019	10-05-2019	11,301.85
C08138	LON COMPANY LIMITED	Invoices	25-03-2019	09-05-2019	40,994.76
C08145	ERT COMPANY LIMITED	Invoices	19-03-2019	03-05-2019	40,391.14
C08148	RGK COMPANY LIMITED	Invoices	25-03-2019	09-05-2019	13,019.81
			28-03-2019	12-05-2019	13,774.22
C08151	MLO COMPANY LIMITED	Invoices	25-03-2019	09-05-2019	7,173.77
C08158	YBN COMPANY LIMITED	Invoices	08-03-2019	22-04-2019	1,508.77
			18-03-2019	02-05-2019	80,878.97
			25-03-2019	09-05-2019	6,66,823.97
C08161	XGV COMPANY LIMITED	Invoices	14-01-2019	28-02-2019	1,83,184.99
			16-01-2019	02-03-2019	6,31,325.46
C08192	LJK COMPANY LIMITED,	Invoices	19-03-2019	03-05-2019	4,46,202.16
C08273	DIF COMPANY LIMITED	Invoices	25-03-2019	09-05-2019	4,345.30
C08315	SJN COMPANY LIMITED	Invoices	05-02-2019	22-03-2019	6,887.66
C08532	SKL COMPANY LIMITED	Invoices	18-03-2019	02-05-2019	5,781.62
C08561	PTR COMPANY LIMITED	Invoices	09-01-2019	23-02-2019	354.06
C08585	DRT COMPANY LIMITED	Invoices	08-02-2019	25-03-2019	23,860.95
C08587	GHI COMPANY LIMITED	Invoices	14-03-2019	28-04-2019	53,815.38
			26-03-2019	10-05-2019	4,244.72
C08599	KIN COMPANY LIMITED	Invoices	04-03-2019	18-04-2019	13,082.19
C08600	DER COMPANY LIMITED	Invoices	08-03-2019	22-04-2019	82,725.83
			30-03-2019	14-05-2019	39,835.95
C08817	JIG COMPANY LIMITED	Invoices	18-03-2019	02-05-2019	80,878.97
	GRAND TOTAL				72,31,055.48

Findings & Recommendations

The Accounts Receivable by the company as on 31st March 2019 is Rs. 72,31,055.48.



Assignment 11: Arbitration & ADR Procedures

Report

I. Laws Applicable
1. Arbitration and Conciliation Act
2. International Arbitration Laws

II. Types of ADR
1. Arbitration
2. Mediation
3. Conciliation

III. Arbitral Institutions/Arbitrators Associated with		Compliance Status	Compliant
1. Domestic			
	S. No	Arbitrator/Institution Associated with	Date of Appointment
	1	VIA Mediation Centre	20.06.2019
2. International			
	S. No	Arbitrator/Institution Associated with	Date of Appointment
	1	VIA Mediation Centre	20.06.2019

IV. Arbitration Procedure /Clause(s) followed: Domestic		Compliance
1	Any dispute or difference arising out of or in connection with this contract, including any question regarding its construction, meaning, scope, operation, existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions of Arbitrations and conciliation Act 1996 or any statutory amendment thereof. The Arbitration shall be in English Language and the seat of the arbitration shall be in Bengaluru. The Arbitration Panel shall consist single arbitrator/panel of arbitrators. The arbitrator(s) appointment and arbitration administration shall be through/by/via Vakeel International Arbitration and Mediation Centre which is hereby authorized by both the parties and such appointment/nomination of arbitrator or his award shall not be challenged on any grounds whatsoever. The award of the Arbitration through VIA Mediation Centre shall be final and binding on both the parties. The arbitrator will pass a written and a reasoned award and will be entitled to award cost of the proceedings.	Compliant
2	All disputes, differences, and/or claims arising out of the contract shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory amendment thereof. The dispute shall be referred to a single arbitrator/panel of arbitrators who be appointed by the authorized representative / Director of_____. The arbitrator(s) appointment and arbitration administration shall be through/by/via Vakeel International Arbitration and Mediation Centre with. The _____(party) shall not challenge the nomination/appointment of Arbitrator or his award on the ground that the nomination is made by authorized representative / Director of_____through VIA Mediation Centre. The award of the Arbitration through VIA Mediation Centre shall be final and binding on both the parties. The arbitrator will pass a written and a reasoned award and will be entitled to award	Compliant



	cost of the proceedings.	
IV. Arbitration Procedure /Clause(s) followed: I nternational		
	Any dispute or difference arising out of or in connection with this contract, including any question regarding its construction, meaning, scope, operation, existence, validity or termination, shall be referred to and finally resolved by arbitration. The Arbitration shall be in English Language and the seat of the arbitration shall be in _____(City)_____ (State)_____ (Country). The Arbitration Panel shall consist single arbitrator/panel of arbitrators. The arbitrator(s) appointment and arbitration administration shall be through/by/via Vakeel International Arbitration and Mediation Centre with arbitration centre's globally which is hereby authorized by both the parties and such appointment/nomination of arbitrator or his award shall not be challenged on any grounds whatsoever. The award of the Arbitration through VIA Mediation Centre shall be final and binding on both the parties. The arbitrator will pass a written and a reasoned award and will be entitled to award cost of the proceedings.	Compliant
	Any dispute or difference arising out of or in connection with this contract, including any question regarding its construction, meaning, scope, operation, existence, validity or termination, shall be referred to and finally resolved by arbitration. The Arbitration shall be in English Language and the seat of the arbitration shall be in _____(City)_____ (State)_____ (Country) who be appointed by the authorized representative / Director of _____. The arbitrator(s) appointment and arbitration administration shall be through/by/via Vakeel International Arbitration and Mediation Centre with arbitration centre's globally. The _____(party) shall not challenge the nomination/appointment of Arbitrator or his award on the ground that the nomination is made by authorized representative / Director of _____through VIA Mediation Centre. The award of the Arbitration through VIA Mediation Centre shall be final and binding on both the parties. The arbitrator will pass a written and a reasoned award and will be entitled to award cost of the proceedings.	Compliant

Findings & Recommendations

Company Private Limited is a member with Vakeel International Arbitration and Mediation Centre for alternative dispute resolution services.

Assignment 12: ROC/Secretarial - Compliances

Report

1. Companies Act		
II. MINUTES OF BOARD AND SHAREHOLDERS MEETINGS		
S.No	Date	Particulars
1	07/08/16	1 taking note of the certificate incorporation and memorandum of association of the company
		2 taking note of first director of the company.
		3 taking note of declarations received from the directors of the company
		4 general disclosure of interest
		5 general authorization by the company
		6 approval of the format of share certificate
		7 procedure for recording the minutes of the meetings



		8 authorization for opening and operating bank account (current a/c) in the name of the company
		9 authorization for opening and operating bank account (EEFC USD A/C) in the name of the company
		10 adoption of common seal of the company
		11 fix the accounting year of the company
		12 vote of thanks
2	14-07-2016	1 to consider and approve the minutes of previous board meetings of the company
		2 leave of absence
		3 to take note of the situation of the registered office of the company and approve the tripartite agreement for facility sharing in the name of the company
		4 to delegate authority (IES) to the directors of the company
		5 to increase the authorised share capital of the company
		6 vote of thanks
3	22-07-2016	1 to consider and approve the minutes of previous board meeting of the company
		2 leave of absence
		3 to consider appointment if M/S DHA & sells LLP chartered accountants, chennai (firm registration number (FRN)-XXXXXX/ X XXXXX), as the first auditors of the company, as per the provisions of companies act, 2013.
		4 vote of thanks
4	29-07-2016	1 to consider and approve the minutes of previous board meeting of the company
		2 leave of absence
		3 to issue shares to the initial subscribers to the memorandum of association of the company
		4 vote of thanks
5	02-11-2016	1 to consider and approve the minutes of previous board meeting of the company
		2 leave of absence
		3 to approve the trust deed for gratuity fund
		4 vote for thanks
6	31-03-2016	1 to consider and approve the minutes of previous board meeting of the company
		2 leave of absence
		3 to appoint mr young sam kimas additional director of the company
		4 vote of thanks
7	15-05-2017	1 to consider and approve the minutes of previous board meeting of the company
		2 leave of absence
		3 noting of disclosures received from directors under section 164(2) of companies act, 2013
		4 noting of general disclosure of interest
		5 authorization for availing non-audit



		<p>services from statutory auditors m/s.deloitte haskins and sells llp</p> <p>6 noting of the resolutions passed by circulation by the board</p> <p>7 vote of thanks</p>
8	08/01/17	<p>1 to consider and approve the minutes of previous board meeting of the company</p> <p>2 leave of absence</p> <p>3 to discuss business plan for the financial year 2017-2018</p> <p>4 to review of accounts for the period ended july 2017</p> <p>5 vote of thanks</p>
9	26-09-2017	<p>1 to consider and approve the minutes of previous board meeting of the company</p> <p>2 leave of absence</p> <p>3 approval to accounts for the financial year ended 31st march 2017</p> <p>4 approval to the directors report</p> <p>5 to consider and if thought fit to approve appointment of auditors</p> <p>6 to consider and if thought fit to approve day, date, time and venue of annual general meeting of the company</p> <p>7 consiration of the draft notice of the annual general meeting</p> <p>8 to consider and if thought fit to authorize directors filing of annual returns and other e-forms with the registrar of companies</p> <p>9 to recommend appointment of mr young sam kim (din-07780920) as director of the company</p> <p>10 vote of thanks</p>
10	28-12-2017	<p>1 to consider and approve the minutes of previous board meeting of the company</p> <p>2 leave of absence</p> <p>3 to discuss Company business strategy</p> <p>4 vote of thanks</p>
11	31-01-2018	<p>1 to consider and approve the minutes of previous board meeting of the company</p> <p>2 leave of absence</p> <p>3 to approve the variation in Company employees gratuity trust deed</p> <p>4 vote of thanks</p>
12	04/09/18	<p>1 to elect the chairman of the meeting</p> <p>2 to grant leave of absence, if any</p> <p>3 to record presence of quorum</p> <p>4 to take note of minutes of the preceding board meeting</p> <p>5 to discuss Company business strategy</p> <p>6 to take note of disclousers received from directors under section 164(2) of companies act ,2013</p> <p>7 to take note of notice of interest u/s 184 of the companies act, 2013 from the directors of the company</p> <p>8 to authorize for availing non-audit serv</p>



		ices from statutory auditors deloitte haskins and sells llp
		9 any other business with permission of the chairperson and majarity of directors
		10 vote of thanks
13	25-06-2018	1 to elect the chairman of the meeting
		2 to grant leave of absence, if any
		3 to record presence of quorum
		4 to take note of minutes of the preceding board meeting
		5 to approve corporate national pension scheme (NPS) for employeesof the company
		6 vote of thanks
14	26-07-2018	1 to elect the chairman of the meeting
		2 to grant leave of absence, if any
		3 to record presence of quorum
		4 to take note of minutes of the preceding board meeting
		5 to approve change in registered office of the company
		6 vote of thanks
15	08/09/18	1 to elect the chairman of the meeting
		2 to grant leave of absence, if any
		3 to record presence of quorum
		4 to take note of minutes of the preceding board meeting
		5 to approve annual accounts for the financial ended 31st march 2018
		6 to approve director's report for the financial for the financial year ended 31st march 2018
		7 to consider issuance of notice for calling of 2nd annual general meeting
		8 vote for thanks
16	14-09-2018	1 to elect the chairman of the meeting
		2 to grant leave of absence, if any
		3 to record presence of quorum
		4 to take note of minutes of the preceding board meeting
		5 to note and cosider auditor's report for the financial year ended 31st march 2018
		6 vote of thanks
17	01/07/19	1 to elect the chairman of the meeting
		2 to grant leave of absence, if any
		3 to record presence of quorum
		4 to take note of minutes of the preceding board meeting
		5 to review the general business operations
		6 filing of the income tax return & roc return
		7 vote of thanks

2. Minutes of Annual General Meetings of the Company		
S. No	Date	Particulars
1	01/12/17	Appointment of Chairman



		Leave of absence
		Proxy
		Registers and other documents
		Notice of AGM
		Auditors report
		Adoption of Balance Sheet as on 31.03.2017
		Re-appointment of statutory auditors
		Appointment of Mr. Young Sam Kim as Director
		Vote of Thanks
2	28/09/18	Appointment of Chairman
		Leave of absence
		Quorum
		Notice of AGM
		Directors report
		Auditors report
		To adopt balance sheet as on 31.03.2018
		Vote of Thanks
3. Minutes of Extra-Ordinary General Meetings ("EGM") of the Company		
S. No	Date	Particulars
1	14/07/16	Increase of authorized Capital
III. STATUTORY REGISTERS OF THECOMPANY		
S. No & Details of Register	Applicable Act & Sec under Companies Act, 2013	Compliance Report
1. Register of Deposits: A company is required to maintain a Register of Deposits	S. 73 and 77, r/w Companies (Acceptance of Deposits) Rules, 2014	Compliant
2. Register of Charges: A company is required to maintain a Register of Charges in Form CHG-7.	S. 85	Compliant
3. Register of Share Certificates: A Company is required to maintain a Register of Share Certificates.	S. 88	Compliant
4. Register of Members: A company is required to maintain a Register of Members in FormMGT- 1. where the members exceed 50 in number, the company is also required to maintain an Index of Members	S. 88	Compliant
5. Register of Share Transfers: A Company is required to maintain a Register of Share Transfers.	S. 88	N.A
6. Register of Debenture: The company is required to maintain a register of debenture holders. Where such debenture holders exceed 50 in number, the company is also required to maintain an Index of debenture holders.	S. 88	N.A
7. Register of Minutes: The company is required to maintain minute books for meetings of the Board of Directors and general meetings.	S. 118	Compliant
8. Register of Contracts: A company is	S. 184, 188 and 189	Compliant



required to maintain a register of contracts or agreements with any related party or in which any director is concerned or interested in Form MBP-4.		
9. Register of Directors, key managerial personnel: A company is required to maintain a register of directors, key managerial personnel and their shareholding in the Company	S. 170	Compliant
10. Register of inter corporate loans and investments: A company is required to maintain a register of inter corporate loans and investments	S. 186	N.A

Findings & Recommendations

Details of appointment of Mr. Y as Director under Particulars of change in director(s) and Key managerial personnel during the year has not been given.

The sequence of signing of documents is as follows: 1. Financial Statements 2. Auditors report 3. Directors report. However, in this case, the financial statements and directors report have been signed on 26.09.2017 and the auditors report has been signed on 27.09.2017. Gross fixed assets Actual: 5,56,05,493 Specified: 4,81,87,642. Depreciation Actual: 1,31,89,835 Specified: 64,69,026. Earnings and expenditure in foreign exchange has not been entered. Companies (Auditors' Report) Order (CARO) is applicable to the Company and the report has been annexed to the Auditors Report. However, in the form, "Not Applicable" is selected.

All the points that are supposed to be covered under the Directors Responsibility Statement u/s 134(5) have not been covered. In MGT-9, the remuneration given to Mr. Young Sam Kim has been classified under "Remuneration to Managing Director, Wholetime Directors and/or Managers". However, Mr. Y is a regular Director.

Assignment 13: Secretarial- Governance Review

Report

I. SHARE CAPITAL OF THECOMPANY						
1. Current Shareholding Pattern of the Company						
S. No	Shareholder	No. of Shares	Face Value	Total Amt. paid	Percentage of shareholding	
a	Test Company Private Limited	12,02,579	10	1,20,25,790	100.00%	
b.	ABC Company Private Limited	1	10	10	0.00%	
	Total	12,02,580		1,20,25,800	100	
2. History of Allotments and Transfers:						
The Company has represented that there has not been any transfer of its share capital.						
S. No	Date of Allotment	Shareholder	Status	Type of Shares	No. of Shares	Face Value
a.	29-Jul-16	Test Company Private Limited		Equity Shares	11,92,580	10
		Total			11,92,580	
Premium	Total Amt. Paid	Register Folio No.	Share Certificate No.	Distinctive Number	Stamp Duty	Date and Amount paid
90	100	2	3	10001 to 1202580	11930	
II. ARTICLES OF ASSOCIATION						
Some of the salient terms of the AoA, are reproduced below:						
Article No. 3				Private Company		
Article No. 5				Share Capital		
Article No. 8.1				General Meetings of the Company		



Article No. 8.49, 8.50, 8.51		Managing Director or Wholetime Director				
Article No. 8.55		Meetings of the Board				
Article No. 8.67		Minutes of the Board Meeting				
Article No. 9		Dividends				
Article No. 13		Audit				
2. Key Managerial Personnel: As per the MCA website, we note the the Company has the following Key Managerial Personnel:						
S. No	Name and PAN	Date of Appointment		Designation		
1	N.A	N.A		N.A		
IV. RELATED PARTY TRANSACTIONS OF THE COMPANY						
1						
Date	Party Name	Nature of transaction	Currency	Amount in foreign currency	In INR	
					FY 2017-18	FY 2016-17
—	Test Company Private Limited	Income From Services	INR		72188585	48781643
—	Test Company Private Limited	Purchase Of Stock	INR		34767764	20678918
—	Test Company Private Limited	Employe Benefits Staff Welfare	INR		602834	225975
—	Test Company Private Limited	Advance from customers	INR		0	730618
	Total				1.08E+08	70417154

Findings & Recommendations

The Company is validly incorporated and is active.

(a) The scope of business of the Company is legal and is asper AOA & MOA



ARTICLE 3 : Final Risk Audit Report

Article 3.1: Final WCL Score

Final WCL Score : 250

Article 3.2: Audit Report & Opinion

Final Report & Recommendations

In our opinion, based on the findings of our Risk Audit, the documents and statements of respective assignments comply with the legal & statutory requirements and present fairly.

Article 3.3: Audit Statistics

Assignment 1: Corporate Compliance & Key Management

Name of Document	Compliance Type	Doc validity	Score
Whistle Blower Protection Training	Non Compliant		0
Legal Committee	Non Compliant		0
Protection of Sexual Harassment at Work place Training	Non Compliant		0
Policy & Guideline Framing Committee	Non Compliant		0
Human Rights Protection Training	Non Compliant		0
Cyber/IT Committee	Non Compliant		0
Protection from Cyber Terrorism Training	Non Compliant		0
Private Limited Company	Compliant		2
Committee For preventing sexual harassment at work place	Compliant		2
Committees Establishment & Supervising Committee	Non Compliant		0
External Dispute Resolution Committee	Non Compliant		0
Anti Bribery & Anti Corruption Training	Non Compliant		0
Internal Dispute Resolution Committee	Non Compliant		0

Assignment 2: Statutory, Licenses And Regis trations

Name of Document	Compliance Type	Doc validity	Score
Certificate of Incorporation COI	Compliant		2
Articles of Association	Compliant		2
FORM GST REG-06	Compliant		2
MOA	Compliant		2
Objects Compliance	Compliant		2
IEC CERTIFICATE	Compliant		2



Employee Provident Fund	Compliant	2
Employee Professional Tax	Compliant	2
Certificate of Import & Export Code	Compliant	2
Shops & Establishment	Compliant	2
VAT	Compliant	2
GST	Compliant	2

Assignment 3: Intellectual Property

Name of Document	Compliance Type	D/c validity	Score
Business Transfer Agreement	Compliant		2

Assignment 4: Human Resources and Employee Benefits

Name of Document	Compliance Type	D/c validity	Score
Car Policy	Compliant		2
FORM F - GRATUITY	Compliant		2
Equal Remuneration Rule Register	Compliant		2
Group Personal Accident Policy	Compliant		2
Children Education Support Policy	Compliant		2
Letter of Authorization for Back Ground Verification	Compliant		2
Head Count Report & Cost Management	Compliant		2
Muster Roll	Compliant		2
Gifts Policy	Compliant		2
Higher Education Support Policy	Compliant		2
General Condition of Employment	Compliant		2
Medical Records of employees	Compliant		2
Appointment Letter	Compliant		2
Gift Policy on Marriage and Newborn	Compliant		2
Mobile Handset and Connection Policy	Compliant		2
Travel Policy	Compliant		2
Employee Joining report, Declaration under EPF and Pension, Employee Joining Report, Letter of Authorization, Medical Check Up, Marks Cards formats	Compliant		2
Employee Referral Policy	Compliant		2
Non Employment of Relation Policy	Compliant		2



Leave Policy	Compliant	2
Payroll Management Application - Talentpro	Compliant	2
Off Role Employee plocy	Non Compliant	0
Policy on Separation by Resignation	Compliant	2
Protection of Women from Sexual Harassment Policy	Compliant	2
Salary Advance Policy	Compliant	2
Labor compliance registers	Non Compliant	0
Relocation policy	Compliant	2
Annual Medical Check-U/p Policy	Compliant	2
FORM 2- PF Nomination/Declaration Form	Compliant	2
Salary Advance Policy	Compliant	2

Assignment 5: Insurances

Name of Document	Compliance Type	Doc validity	Score
Marine Cargo Annual Turn Around Over Policy	Compliant	2019 Jul 31	2
Reliance Office Package Insurance Policy Schedule	Compliant	2019 Jul 31	2
Burglary insurance Policy from Reliance	Compliant	2019 Jul 31	2
Standard Fire And Special Perils Declaration Policy	Compliant	2019 Jul 31	2
Motor Insurance - Private Car Comprehensive Policy from HDFC ERGO	Compliant	2019 Apr 18	2
Group Mediclaim Insurance from Reliance	Compliant	2019 Oct 02	2
Group Personal Accident Schedule - Reliance	Compliant	2019 Oct 02	2

Assignment 6: Contracts & Agreements

Name of Document	Compliance Type	Doc validity	Score
Letter of Engagement with SKNJ & Co for providing GST assistance	Compliant		2
Deed of Novation between Company A and Company B	Compliant		2
Lease Agreement (Article 30 Lease of Immovable Property)	Compliant	2019 Mar 31	2
Form- 15 (148th Rule)	Compliant	2018 Mar 19	2
SpiceXpress Service Agreement	Compliant	2019 Nov 25	2
Parts Sales Commission Agreement	Compliant		2
Deed of Novation between Company A and Company B	Compliant		2
Agreement of Lease	Compliant	2018 Jun 01	2
Release deed by Smt. Mallamma, Smt. Kantha N.C and Smt. Mani N.C	Compliant		2



FANUC Follow-on-contract agreement	Compliant		2
Parts Sales Commission Agreement	Compliant		2
Follow on Contract Agreement between Company A & Company B	Compliant	2019 Sep 26	2
Lease deed	Partially Compliant		1
Retainership Agreement-Enterprise (Annual) between Company A & Company B	Partially Compliant		1
Follow on Contract Agreement between Company A & Company B	Compliant	2019 Nov 08	2
Agreement between Company A & Company B	Compliant		2
Lease Agreement	Compliant		2
Follow on Contract Agreement between Company A & Company B	Compliant	2019 Sep 26	2
Policy Document for Internal Contract Review	Non Compliant		0
Release deed by Sri Mahadevappa N.C	Compliant		2
Application for membership (Enterprise Life Member)	Partially Compliant		1
Addendum to the "Lease Agreement"	Compliant	2019 Mar 31	2
Agreement for Temporary Staffing - PayAsia	Partially Compliant	2019 Aug 31	1
Notification Schedule for Contract Renewal	Non Compliant		0
Gift deed (Mother to son & daughter)	Compliant		2
Application for membership (Enterprise Annual Member)	Partially Compliant	2019 Apr 17	1
Global IT System Service Agreement	Compliant		2
Addendum to the "Lease Agreement"	Compliant	2019 Mar 31	2
Contract Agreement between Company A & Company B	Compliant		2
Service Agreement between Company A & Company B	Compliant	2019 Nov 08	2
Policies for Contract Drafting/Reviewing	Non Compliant		0
E-stamp (Article 12 bond)	Compliant		2
Agreement for Temporary Staffing	Partially Compliant	2019 Aug 31	1
Agreement between DMT and DMTI	Partially Compliant		1
Engagement Letter for Accounting Support Services from LKSS and Associates	Compliant	2019 May 31	2
Letter of Engagement with SKNJ & Co for providing GST assistance	Compliant		2
Agreement between Company A & Company B	Compliant		2



E-stamp (Agreement)	Compliant	2
Retainership Agreement	Partially Compliant	1
Engagement Letter for Expatriate Tax Services	Partially Compliant	1

Assignment 7: Lawsuits, Notices & Legal

Name of Document	Compliance Type	Dc c validity	Score
Threatened Law Suits	Compliant		2
Law suits	Compliant		2

Assignment 8: Properties (Movable & Immovable)

Name of Document	Compliance Type	Dc c validity	Score
Immovable Property - Leased	Compliant		2
Lease Deed for ..	Compliant		2
Lease deed between Kumar & Sunita and Comaę ny Pvt Ltd	Compliant		2
Lease agreement between Company A & Company B	Compliant		2

Assignment 9: Major Account Payable & Receivables

Name of Document	Compliance Type	Dc c validity	Score
Bad Debts	Compliant		2

Assignment 10: Arbitration & ADR Procedures

Name of Document	Compliance Type	Dc c validity	Score
Pre Appointed Arbitration Clause	Non Compliant		0
VIAM Centre	Compliant		2

Assignment 11: ROC/Secretarial - C m pliances

Name of Document	Compliance Type	Dc c validity	Score
Form AOC-4	Partially Compliant		1
Form MGT-7	Partially Compliant		1
Directors report	Partially Compliant		1

Assignment 12: Secretarial- Gove r nance Review

Name of Document	Compliance Type	Dc c validity	Score
Articles of Association	Compliant		2

Total Documents : 116 | Total Pages: 702 | Assignment Score: 186 / 232 | Risk Compliance percentage : 80 %



ARTICLE 4 : Performance & Qualifications

Article 4.1: Audits Performed By

S.NO	Assignment	Performed By
1	Assignment 1: Corporate Compliance & Key Management	WCLINDAFF3 - Bandaru And Bandaru Advocates
2	Assignment 2: Statutory, Licenses And Registrations	WCLINDAFF3 - Bandaru And Bandaru Advocates
3	Assignment 3: Intellectual Property	WCLINDAFF3 - Bandaru And Bandaru Advocates
4	Assignment 4: Human Resources and Employee Benefits	WCLINDAFF3 - Bandaru And Bandaru Advocates
5	Assignment 5: Insurances	WCLINDAFF3 - Bandaru And Bandaru Advocates
6	Assignment 6: Contracts & Agreements	WCLINDAFF3 - Bandaru And Bandaru Advocates
7	Assignment 7: Lawsuits, Notices & Legal	WCLINDAFF3 - Bandaru And Bandaru Advocates
8	Assignment 8: Cyber/IT/Software Compliances	WCLINDAFF3 - Bandaru And Bandaru Advocates
9	Assignment 9: Properties (Movable & Immovable)	WCLINDAFF3 - Bandaru And Bandaru Advocates
10	Assignment 10: Major Account Payable & Receivables	WCLINDAFF3 - Bandaru And Bandaru Advocates
11	Assignment 11: Arbitration & ADR Procedures	WCLINDAFF3 - Bandaru And Bandaru Advocates
12	Assignment 12: ROC/Secretarial - Compliances	WCLINDAFF2 - SURESHREDDY AND ASSOCIATES
13	Assignment 13: Secretarial- Governance Review	WCLINDAFF2 - SURESHREDDY AND ASSOCIATES

Article 4.2: Audit Approved By

Audit Approved By : bangalore-rm1

Article 4.3: Limitations & Qualifications

This audit report is issued subject to the following limitations:

1. This audit report is based on the information, findings and qualifications set out in the Title Report. In order to ascertain whether there are any legal problems, issues or risks which may adversely affect the company, we recommend that our audit report be referred to in detail. It may be noted that in no circumstances shall the consultant, its affiliates, partners, associates or employees, be liable to the risk audit requesting company and or any person who, based solely on this report, has relied up to make any decision whatsoever.
2. The information provided in this audit report is documentary in nature and is based solely on the documents provided to White Code Legal & Tax as on today, the date of issue of our title report.
3. The information included in this report is not meant to be published and is merely an extract of the audit report. This audit report is not intended to be a conclusive opinion on risks & compliances nor is it intended to be substitute for any representations, warranties and covenants to any third party.
4. In addition to the qualifications stated above, all qualifications contained in our title report shall be deemed applicable to this extract.
5. It may be noted that in no circumstances shall the liability of White Cde Legal & Tax and or its affiliates, partners or Associates or employees, in relation to the services provided in connection with this review exceed the amount paid to us for this audit report.



Article 5 : Appendix

Assignment 1: Corporate Compliance & Key Management

Name of Document	Doc No	Doc Date	Pages	Doc Type
Whistle Blower Protection Training			0	Not Applicable
Legal Committee			0	Not Applicable
Protection of Sexual Harassment at Work place Training			0	Not Applicable
Policy & Guideline Framing Committee			0	Not Applicable
Human Rights Protection Training			0	Not Applicable
Cyber/IT Committee			0	Not Applicable
Protection from Cyber Terrorism Training			0	Not Applicable
Private Limited Company	U51109KA2006PTC04097	2006 Nov 17	1	Original
Committee For preventing sexual harassment at work place	NA	2016 Aug 01	4	Original
Committees Establishment & Supervising Committee	Not Applicable		0	Not Applicable
External Dispute Resolution Committee			0	Not Applicable
Anti Bribery & Anti Corruption Training			0	Not Applicable
Internal Dispute Resolution Committee			0	Not Applicable

Assignment 2: Statutory, Licenses And Registrations

Name of Document	Doc No	Doc Date	Pages	Doc Type
Certificate of Incorporation COI	U74999KA2016FTC09472	2016 Jul 05	1	Original
Articles of Association	OUZ1446/2016	2016 Jun 06	22	Original
FORM GST REG-06	29AAAFCD7715F1ZK	2017 Sep 22	3	E/Softcopy
MOA	OUZ1447/2016	2016 Jun 06	13	Original
Objects Compliance			6	Original
IEC CERTIFICATE	NA	2016 Aug 03	1	E/Softcopy
Employee Provident Fund	BGBNG1511936	2016 Aug 01	1	Original
Employee Professional Tax	354740871	2016 Aug 01	1	Original
Certificate of Import & Export Code	0716915901	2016 Aug 03	1	Original
Shops & Establishment	44/5/CE/0073/2016	2016 Aug 31	1	Original



VAT	29331355066	2016 Sep 03	2	Original
GST	29AAFCD7715F1ZK	2017 Jun 26	1	Original

Assignment 3: Intellectual Property

Name of Document	Doc No	Doc Date	Page s	Doc Type
Business Transfer Agreement	Not Applicable	2019 Sep 17	29	Original

Assignment 4: Human Resources and Employee Benefits

Name of Document	Doc No	Doc Date	Page s	Doc Type
Car Policy	Version 1	2016 Aug 01	4	E/Softcopy
FORM F - GRATUITY			2	Original
Equal Remuneration Rule Register	Not Applicable		20	Original
Group Personal Accident Policy	Version 1	2016 Aug 01	1	E/Softcopy
Children Education Support Policy	Version 1	2016 Aug 01	2	E/Softcopy
Letter of Authorization for Back Ground Verification			1	Original
Head Count Report & Cost Management		2019 Jan 10	1	Photo Copy
Muster Roll			22	Original
Gifts Policy	Version 1	2016 Aug 01	2	E/Softcopy
Higher Education Support Policy	Version 1	2016 Aug 01	3	E/Softcopy
General Condition of Employment	Version 1	2016 Aug 01	3	E/Softcopy
Medical Records of employees			10	Original
Appointment Letter	DMT19017	2018 Sep 03	10	Original
Gift Policy on Marriage and Newborn	Version 1	2016 Aug 01	1	E/Softcopy
Mobile Handset and Connection Policy	Version 1	2016 Aug 01	3	E/Softcopy
Travel Policy	Version 1	2016 Aug 01	6	E/Softcopy
Employee Joining report, Declaration under EPF and Pension, Employee Joining Report, Letter of Authorization, Medical Check Up, Marks Cards formats			38	Original
Employee Referral Policy	Version 1	2016 Aug 01	3	E/Softcopy
Non Employment of Relation Policy	Version 1	2016 Aug 01	2	E/Softcopy
Leave Policy	Version 1	2016 Aug 01	3	E/Softcopy
Payroll Management Application - Talentpro			25	Photo Copy
Off Role Employee Policy			0	Not Applicable



Policy on Separation by Resignation	Version 1	2016 Aug 01	4	E/Softcopy
Protection of Women from Sexual Harassment Policy	Version 1	2016 Aug 01	5	E/Softcopy
Salary Advance Policy	Not Applicable	2019 Sep 17	4	Original
Labor compliance registers			0	Not Applicable
Relocation policy	Version 1	2016 Aug 01	1	E/Softcopy
Annual Medical Check-U/p Policy	Version 1	2016 Aug 01	3	E/Softcopy
FORM 2- PF Nomination/Declaration Form		2018 Sep 17	2	Original
Salary Advance Policy	Version 1	2016 Aug 01	3	E/Softcopy

Assignment 5: Insurances

Name of Document	Doc No	Doc Date	Pages	Doc Type
Marine Cargo Annual Turn Around Over Policy	97000021180500000010	2018 Aug 01	6	Original
Reliance Office Package Insurance Policy Schedule	121631826110000006	2018 Aug 01	11	Original
Burglary insurance Policy from Reliance	12162132911C000026	2018 Aug 01	5	Original
Standard Fire And Special Perils Declaration Policy	121661821110189689	2018 Aug 01	3	Original
Motor Insurance - Private Car Comprehensive Policy from HDFC ERGO	2	2018 Apr 19	2	Original
Group Medclaim Insurance from Reliance	121631828120000087	2018 Oct 03	30	Original
Group Personal Accident Schedule - Reliance	121631829140000037	2018 Oct 03	12	Original

Assignment 6: Contracts & Agreements

Name of Document	Doc No	Doc Date	Pages	Doc Type
Letter of Engagement with SKNJ & Co for providing GST assistance		2017 Jun 14	7	Original
Deed of Novation between Company A & Company B		2016 Jul 29	8	Original
Lease Agreement (Article 30 Lease of Immovable Property)	IN-KA50992052946283Q	2017 May 12	2	Original
Form- 15 (148th Rule)	IGR-EC-C-0018129-201	2004 Apr 01	5	Photo Copy
SpiceXpress Service Agreement	CG 00152	2018 Nov 26	5	Original
Parts Sales Commission Agreement		2016 Aug 01	4	Original
Deed of Novation between Company A & Company B		2016 Jul 29	8	Original
Agreement of Lease	IN-KA31741049777055P	2017 May 12	13	Original



Release deed by Smt. Mallamma, Smt. Kantha I N.C and Smt. Mani N.C	G (U) BYUP/ 2421/	2008 Oct 10	17	Photo Copy
FANUC Follow-on-contract agreement	CI30IS000044	2018 Sep 28	6	Original
Parts Sales Commission Agreement		2016 Aug 01	4	Original
Follow on Contract Agreement between Company A & Company B		2018 Sep 28	6	Original
Lease deed	I224	2018 Apr 17	30	Original
Retainership Agreement-Enterprise (Annual) between Company A & Company B		2018 Aug 01	6	Photo Copy
Follow on Contract Agreement between Fanuc C India Private Limited and Steel Strip Wheels Limited	30IS000045	2018 Nov 09	5	Original
Agreement between Company A & Company B		2019 Sep 17	3	Original
Lease Agreement		2017 May 12	7	Original
Follow on Contract Agreement between Company A & Company B		2018 Sep 28	6	Original
Policy Document for Internal Contract Review			0	Photo Copy
Release deed by Sri Mahadevappa N.C	BNG (U) BYUP/ 114/ 2	2008 Oct 13	33	Photo Copy
Application for membership (Enterprise Life Member)		2019 Apr 16	4	Original
Addendum to the "Lease Agreement"		2017 May 12	2	Original
Agreement for Temporary Staffing - PayAsia		2018 Sep 01	10	Original
Notification Schedule for Contract Renewal			0	Photo Copy
Gift deed (Mother to son & daughter)	BNG (U) BYP, 5361, 2	2018 Jan 17	13	Photo Copy
Application for membership (Enterprise Annual Member)		2018 Apr 17	4	Original
Global IT System Service Agreement	DMT-DMTI-2019	2019 Mar 22	17	Photo Copy
Addendum to the "Lease Agreement"		2017 May 12	2	Original
Contract Agreement between Company A & Company B		2018 Aug 01	8	Original
Service Agreement between Company A & Company B		2018 Oct 15	2	Original
Policies for Contract Drafting/Reviewing			0	Photo Copy
E-stamp (Article 12 bond)	IN-KA11033208293351Q	2018 Jul 27	3	Original



Agreement for Temporary Staffing	NA	2018 Aug 30	10	Original
Agreement between DMT and DMTI	NA	2016 Aug 03	5	Photo Copy
Engagement Letter for Accounting Support Services from LKSS and Associates	8	2018 Jun 01	8	Original
Letter of Engagement with SKNJ & Co for providing GST assistance		2017 Jun 14	7	Original
Agreement between Company A & Company B			5	Original
E-stamp (Agreement)	IN-KA86305869244669Q	2018 Jun 26	3	Original
Retainership Agreement		2018 Apr 02	3	Original
Engagement Letter for Expatriate Tax Services		2018 Jun 01	18	Photo Copy

Assignment 7: Lawsuits, Notices & Legal

Name of Document	Doc No	Doc Date	Pages	Doc Type
Threatened Law Suits			0	Not Applicable
Law suits			0	Not Applicable

Assignment 8: Properties (Movable & Immovable)

Name of Document	Doc No	Doc Date	Pages	Doc Type
Immovable Property - Leased			7	Original
Lease Deed for ..			3	Not Applicable
Lease deed between Company A & Company B			4	Not Applicable
Lease agreement between Company A & Company B			1	Not Applicable

Assignment 9: Major Account Payable & Receivables

Name of Document	Doc No	Doc Date	Pages	Doc Type
Bad Debts			0	Photo Copy

Assignment 10: Arbitration & ADR Procedures

Name of Document	Doc No	Doc Date	Pages	Doc Type
Pre Appointed Arbitration Clause			0	Photo Copy
VIAM Centre			3	Photo Copy

Assignment 11: ROC/Secretarial - Compliances

Name of Document	Doc No	Doc Date	Pages	Doc Type
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Form AOC-4	FY 2016-17		14	E/Softcopy
Form MGT-7	FY 2016-17		14	E/Softcopy
Directors report	FY 2016-17		13	E/Softcopy

Assignment 12: Secretarial- Governance Review

Name of Document	Doc No	Doc Date	Pages	Doc Type
Articles of Association			4	Original
Total Documents : 116		Total Pages: 702		Assignment Score: 186 / 232 Risk Compliance percentage : 80 %